

1 Page 1

2 UNITED STATES DISTRICT COURT FOR THE  
3 WESTERN DISTRICT OF WISCONSIN

4 - - - - -  
5 EDGEWOOD HIGH SCHOOL OF THE SACRED  
6 HEART, INC.,

7 Plaintiff,

8 Case No.

9 vs. 3:21-cv-00118-wmc

10 CITY OF MADISON, WISCONSIN, et  
11 al.,

12 Defendants.  
13 - - - - -

14 DEPOSITION OF: TIM PARKS

15 TAKEN AT: GODFREY & KAHN, S.C.

16 LOCATED AT: One East Main Street, Suite 500  
17 Madison, Wisconsin

18 August 16, 2022

19 9:00 a.m. to 12:08 p.m.

20 REPORTED BY: VICKY L. ST. GEORGE, RMR.  
21 - - - - -

22  
23  
24  
25

JOB NO. 5374695

	Page 2	Page 4																											
<p>1 APPEARANCES  2 GODFREY &amp; KAHN, S.C., by  JONATHAN INGRISANO  3 One East Main Street, Suite 500  Madison, Wisconsin 53073  4 (608) 257-3911  jingrisano@gklaw.com  5 Appeared on behalf of the Plaintiff.  6 BOARDMAN &amp; CLARK, LLP, by  SARAH A. ZYLSTRA  7 TANNER G. JEAN-LOUIS  1 South Pinckney Street, 4th Floor  8 Madison, Wisconsin 53701  (608) 257-9521  9 szylstra@boardmanclark.com  Appeared on behalf of the Defendants.</p> <p>10</p> <p>11 INDEX</p> <table> <thead> <tr> <th>12 WITNESS</th> <th>PAGE</th> </tr> </thead> <tbody> <tr> <td>13 TIM PARKS</td> <td></td> </tr> <tr> <td>14 EXAMINATION BY MR. INGRISANO</td> <td style="text-align: right;">4</td> </tr> <tr> <td>15</td> <td></td> </tr> <tr> <td>16 EXHIBITS PREVIOUSLY MARKED</td> <td></td> </tr> <tr> <td>17 NUMBER DESCRIPTION</td> <td>PAGE</td> </tr> <tr> <td>18 Exhibit 6 Letter Dated February 27, 2019</td> <td style="text-align: right;">82</td> </tr> <tr> <td>19 Exhibit 33 Planning Division Staff Report Dated</td> <td style="text-align: right;">91</td> </tr> <tr> <td>20 May 11, 2020</td> <td></td> </tr> <tr> <td>21 Exhibit 47 Planning Division Staff Report Dated</td> <td style="text-align: right;">33</td> </tr> <tr> <td>22 March 24, 2014</td> <td></td> </tr> <tr> <td>23 Exhibit 52 Approved Master Plan For the</td> <td style="text-align: right;">52</td> </tr> <tr> <td>24 Edgewood Campus</td> <td></td> </tr> <tr> <td>25 Exhibit 64 Email Dated October 26, 2018</td> <td style="text-align: right;">70</td> </tr> </tbody> </table>	12 WITNESS	PAGE	13 TIM PARKS		14 EXAMINATION BY MR. INGRISANO	4	15		16 EXHIBITS PREVIOUSLY MARKED		17 NUMBER DESCRIPTION	PAGE	18 Exhibit 6 Letter Dated February 27, 2019	82	19 Exhibit 33 Planning Division Staff Report Dated	91	20 May 11, 2020		21 Exhibit 47 Planning Division Staff Report Dated	33	22 March 24, 2014		23 Exhibit 52 Approved Master Plan For the	52	24 Edgewood Campus		25 Exhibit 64 Email Dated October 26, 2018	70	<p>1 TRANSCRIPT OF PROCEEDINGS  2 TIM PARKS called as a witness herein,  3 after having been first duly sworn on oath, was  4 examined and testified as follows:</p> <p>5 EXAMINATION</p> <p>6 BY MR. INGRISANO:</p> <p>7 Q. Good morning, Mr. Parks.</p> <p>8 A. Good morning.</p> <p>9 Q. Can you please state your name and spell it for the  10 record?</p> <p>11 A. Sure. Full name is Timothy M. Parks, P A R K S.</p> <p>12 Q. Thank you. And what's your date of birth?</p> <p>13 A. December 16th, 1975.</p> <p>14 Q. And what's your current residential address?</p> <p>15 A. 3537 Stonebridge Drive, Madison, Wisconsin, 53719.</p> <p>16 Q. And how are you currently employed?</p> <p>17 A. I am a planner with the City of Madison.</p> <p>18 Q. Okay. Is planner the formal title?</p> <p>19 A. Yes.</p> <p>20 Q. Have you ever had your deposition taken before?</p> <p>21 A. Yes.</p> <p>22 Q. On what occasions?</p> <p>23 A. The last time I was deposed was either 2017 or 2018  24 in a lawsuit against the City by Adams Advertising.</p> <p>25 Prior to that I was a deponent in a private land</p>
12 WITNESS	PAGE																												
13 TIM PARKS																													
14 EXAMINATION BY MR. INGRISANO	4																												
15																													
16 EXHIBITS PREVIOUSLY MARKED																													
17 NUMBER DESCRIPTION	PAGE																												
18 Exhibit 6 Letter Dated February 27, 2019	82																												
19 Exhibit 33 Planning Division Staff Report Dated	91																												
20 May 11, 2020																													
21 Exhibit 47 Planning Division Staff Report Dated	33																												
22 March 24, 2014																													
23 Exhibit 52 Approved Master Plan For the	52																												
24 Edgewood Campus																													
25 Exhibit 64 Email Dated October 26, 2018	70																												
<p>1 REQUESTS  2 (No requests made.)</p> <p>3</p> <p>4</p> <p>5 (Previously marked exhibits 6, 33, 47, 52 and 64 retained  6 by Attorney Ingrisano.)</p> <p>7</p> <p>8 (Original transcript was delivered to Attorney Ingrisano.)</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	Page 3	<p>1 contract matter I want to say circa 2012 involving a  2 dispute between a buyer and seller at West Towne.</p> <p>3 Q. So you've been deposed twice, is that what I'm  4 hearing?</p> <p>5 A. Yes.</p> <p>6 Q. And what was the litigation involving the City, what  7 did that involve to the best of your recollection and  8 knowledge?</p> <p>9 A. A lawsuit by Adams Advertising claiming that the  10 City's regulations on billboards was onerous.</p> <p>11 Q. Okay. So having done this before, let me just  12 quickly outline kind of the ground rules for both of  13 us today. The court reporter off to your left is  14 recording everything that we say on her stenographic  15 machine, so she really can only accept verbal answers  16 and understand verbal answers. So to the extent that  17 you can make your answers verbal, that would be  18 greatly appreciated, okay?</p> <p>19 A. Sure.</p> <p>20 Q. Nods of the heads, shakes of the head, ah-hah, uh-uhs  21 are very difficult for her. So if we can try to  22 avoid those. At the same time she can only really  23 record one person talking at a time. So to the  24 extent that you can wait until I complete my question  25 before you begin your answer, I will do my best to</p>																											

2 (Pages 2 - 5)

<p style="text-align: right;">Page 6</p> <p>1 try to let you finish your response before I begin my 2 next question, okay? 3 A. Yes. 4 Q. So there may come a time when your attorney decides 5 that she needs to object to a question that I've 6 asked. That's typical. I don't pretend to ask 7 perfect questions every time. If you can do your 8 best to stop your response if you've started 9 responding and allow her to complete her objection; 10 and then unless she instructs you otherwise, to 11 please then do your best to respond to that question, 12 okay? 13 A. Yes. 14 Q. All right. If you at any time, like I said, I don't 15 ask perfect questions, if at any time you find 16 yourself not understanding a question, not hearing a 17 question that I ask, please don't hesitate to ask me 18 to repeat it or rephrase it, okay? 19 A. Yes. 20 Q. Because if you answer a question, I tend to believe 21 that you understood it the first time, okay? 22 A. Yes. 23 Q. Thanks. Outline for me, sir, your education history. 24 A. How far back? 25 Q. How about we just start with high school?</p>	<p style="text-align: right;">Page 8</p> <p>1 MR. INGRISANO: Sure. 2 BY MR. INGRISANO: 3 Q. I'm not asking you to talk about what you talked 4 about at this point. 5 How long did you meet with counsel? 6 A. Four-and-a-half hours, maybe five. 7 Q. And when did you meet with counsel? 8 A. Yesterday morning, we spoke by phone yesterday 9 afternoon, and we met briefly before coming over to 10 your office this morning. 11 Q. For a grand total of between four-and-a-half to five 12 hours? 13 A. Correct. 14 Q. Amongst those three events? 15 A. Yes. 16 Q. Okay. When you were with counsel, did you review any 17 documents? 18 A. Yes. 19 Q. To the best of your recollection what documents did 20 you review? 21 A. Reviewed our different responses to interrogatories, 22 mouthful. 23 Q. Sure. 24 A. Documents that I have been party to, different memos 25 I've written to the City's planning commission, a</p>
<p style="text-align: right;">Page 7</p> <p>1 A. High school, graduated City Honors High School in 2 Buffalo, New York in 1993, got a bachelors degree in 3 environmental design from the University of Buffalo, 4 1997 and got a masters degree in urban planning from 5 the University of Buffalo in 1999. 6 Q. And have you had any legal training? 7 A. One class in land use law in grad school during the 8 masters of urban planning curriculum. 9 Q. Sir, are you married? 10 A. Yes. 11 Q. Do you have any children? 12 A. Yes, one. 13 Q. And age, please? 14 A. 7. 15 Q. And where does he or she attend school? 16 A. Chavez Elementary School. 17 Q. Sir, can I ask what you did to prepare for your 18 deposition? 19 A. I met with our counsel from Boardman and Clark to go 20 over different -- 21 MS. ZYLSTRA: Careful, the substance of 22 the communications that you and I have are 23 privileged, and I'll instruct you not to disclose 24 those. Saying that you met with me is fine, but the 25 topics are off limits.</p>	<p style="text-align: right;">Page 9</p> <p>1 staff report I wrote to the plan commission in 2014, 2 a letter of approval that I wrote to Edgewood, 3 actually their architect in 2014. Those are the ones 4 that I recall. 5 Q. So the interrogatory responses, the memos that you 6 were the drafter of. Anything else that you can 7 recall reviewing with counsel or at the request of 8 counsel? 9 MS. ZYLSTRA: Object to the form. You can 10 answer. 11 THE WITNESS: What was the May 2022 12 document, my declaration. I reviewed my 13 declaration. 14 BY MR. INGRISANO: 15 Q. Outside of the sessions with counsel, had you 16 reviewed any other declarations or affidavits or 17 deposition transcripts in this case? 18 A. I have not reviewed deposition transcripts. I don't 19 believe I've reviewed anybody else's declarations. 20 Q. Sir, you describe your employment as a planner with 21 the City of Madison; is that correct? 22 A. Correct. 23 Q. And how long have you been a planner with the City of 24 Madison? 25 A. Since February 4th, 2004. So about 18-and-a-half</p>

3 (Pages 6 - 9)

<p style="text-align: right;">Page 10</p> <p>1 years.</p> <p>2 Q. And have you had the title of planner for that entire 3 duration?</p> <p>4 A. Yes.</p> <p>5 Q. Does the City of Madison differentiate between any 6 kind of levels or seniority of planners such as 7 planner 1, planner 2, senior planner, anything like 8 that?</p> <p>9 A. Yes.</p> <p>10 Q. And but you have been just a planner the entire time; 11 is that correct?</p> <p>12 A. I'm a planner 3 currently and have proceeded through 13 the professional series having previously been a 14 planner 2 and a planner 1.</p> <p>15 Q. Okay. What are the distinctions between a planner 3 16 and a planner 2, if any?</p> <p>17 A. There are more responsibilities as a planner 3, more 18 higher level reviews, less oversight by supervisors. 19 That would be a way to characterize that professional 20 series, you know, increasingly more complex projects 21 with less oversight. So the slide rule goes up from 22 1 to 3 and the amount of supervision goes down from 3 23 to 1, if you will.</p> <p>24 Q. Sure. Is there a planner 4?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 12</p> <p>1 BY MR. INGRISANO:</p> <p>2 Q. You mentioned the differing levels of supervision as 3 a planner 3 versus a planner 2, for example. Who 4 does supervise you as a planner for the City of 5 Madison?</p> <p>6 A. My direct report is Kevin Firchow who is a principal 7 planner. We both work for Heather Stouder who is the 8 director of the planning division, and the planning 9 division is within the Department of Planning, 10 Community and Economic Development which is helmed by 11 Matt Wachter.</p> <p>12 Q. Do you have a direct reporting line to Ms. Stouder?</p> <p>13 MS. ZYLSTRA: Objection, form. You can 14 answer.</p> <p>15 THE WITNESS: I report to Mr. Firchow, and 16 he is a principal planner that reports to Ms. 17 Stouder.</p> <p>18 BY MR. INGRISANO:</p> <p>19 Q. Thank you. As a planner, as a planner 2, could you 20 describe for me what your job responsibilities were 21 with the City of Madison?</p> <p>22 A. At the time I was responsible for reviewing 23 development projects, I was responsible for 24 processing applications to go through the City's plan 25 commission process. Those were probably my primary</p>
<p style="text-align: right;">Page 11</p> <p>1 Q. Can you give me the timeline of approximately when 2 you were planner 1, 2 and 3, what time periods?</p> <p>3 A. I have been a planner 3 since September of 2013 and 4 prior to that I believe I was a -- made a planner 2 5 either in 2007 or 2008.</p> <p>6 Q. Do you have an expectation or timeline as to when you 7 would become a planner 4?</p> <p>8 A. No.</p> <p>9 Q. Are there any planner 4s with the City of Madison?</p> <p>10 A. Yes.</p> <p>11 Q. Who would those be?</p> <p>12 MS. ZYLSTRA: Objection, foundation.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. If you know.</p> <p>15 A. Well, to the extent that it's relevant, I can recall 16 Linda Horvath as a planner 4 or Rebecca Cnare as a 17 planner 4. I'm not aware of anybody else that is 18 currently a planner 4.</p> <p>19 Q. How long have those two individuals been with the 20 City of Madison?</p> <p>21 MS. ZYLSTRA: Objection, foundation. If 22 you know.</p> <p>23 THE WITNESS: I only know that Rebecca 24 started about six months before I did. I don't 25 recall exactly the term of Linda's employment.</p>	<p style="text-align: right;">Page 13</p> <p>1 duties.</p> <p>2 Q. Okay. And how are those duties different, if at all, 3 from being a planner 3 now?</p> <p>4 A. I am responsible for overseeing the public hearing 5 notifications for the plan commission, the plan 6 commission agenda in addition to reviewing projects, 7 accepting applications, coordinating reviews with 8 other City agencies who customarily provide feedback 9 and comments on land use questions that go through 10 the plan commission. I've also been responsible or 11 been involved with different neighborhood planning 12 activities as part of the multi-disciplinary project 13 teams for neighborhood development plans and special 14 area plans.</p> <p>15 Q. Starting, when you started with Madison in February 16 of 2004, had you had prior work experience as a 17 planner?</p> <p>18 A. Yes.</p> <p>19 Q. And where was that?</p> <p>20 A. City of Kansas City, Missouri.</p> <p>21 Q. And for how long?</p> <p>22 A. Four years.</p> <p>23 Q. And were your responsibilities there similar to your 24 responsibilities as a planner with the City of 25 Madison?</p>

4 (Pages 10 - 13)

<p style="text-align: right;">Page 14</p> <p>1 A. I was more -- my focus was primarily review of land 2 use applications and subdivision applications. I was 3 not as involved in the operations of the plan 4 commission in Kansas City like I am in Madison. 5 Q. You're familiar with Edgewood High School? 6 A. Yes. 7 Q. What was your first professional experience with 8 Edgewood High School? 9 A. I don't specifically recall. 10 Q. Do you have an approximate timeframe? 11 A. I would say circa 2008. 12 Q. And do you recall what that first experience would 13 have related to? 14 A. Could you clarify? Are you asking in my capacity as 15 someone who reviews applications for Edgewood or just 16 familiar with things that were happening on the 17 campus? 18 Q. Sure. I'm asking for your first time having 19 experience with Edgewood High School in your capacity 20 as a planner for the City of Madison. 21 A. I don't recall. 22 Q. Have you had any personal involvement with Edgewood 23 High School? Have you attended its campus for any 24 sort of events or do you have any friends or family 25 that attend Edgewood High School?</p>	<p style="text-align: right;">Page 16</p> <p>1 up on Edgewood, I would probably be the first of the 2 group that I work in to be called to -- or called 3 upon because of my familiarity with different aspects 4 of the campus or its past land use requests, et 5 cetera. 6 Q. Okay. How many projects have you worked on with 7 respect to the Edgewood Campus? 8 MS. ZYLSTRA: Objection, foundation. You 9 can answer. 10 THE WITNESS: Six. 11 BY MR. INGRISANO: 12 Q. Can you identify those for me, please? 13 A. Well, there was the matter of a stadium. There was 14 their master plan, the repeal of the master plan, a 15 project that preceded the master plan which was an 16 addition to one of Edgewood College's dormitories. I 17 oversaw the review of the condominium that the three 18 institutions entered into, and I -- okay. What was 19 it, the Well which is a performing arts facility for 20 Edgewood College on Woodrow Street. And then more 21 recently the Edgewood High School Commons which was 22 replacing the high school's cafeteria, common 23 gathering space with a new space which I believe is 24 under construction right now. 25 Q. Did your recitation, did your enumeration there</p>
<p style="text-align: right;">Page 15</p> <p>1 A. No. 2 Q. Have you ever attended an event or sporting event at 3 Edgewood High School? 4 A. No. 5 Q. In speaking with Mr. Tucker, I was left with the 6 impression that you were at least in some sense 7 assigned to be the planner for the Edgewood Campus. 8 Is that a fair characterization? 9 A. I have probably since 2008 been involved in different 10 discussions and occasional project reviews with the 11 Edgewood Campus of which Edgewood High School is part 12 of. 13 Q. But to your knowledge have you been assigned as kind 14 of the go-to planner in any sort of sense with 15 respect to planning issues and development that comes 16 up with the Edgewood Campus? 17 A. I would say that I am the planner that would most 18 likely be assigned to Edgewood related matters. 19 Q. And do you know why that is? 20 A. Typically in our office we tend to develop 21 relationships with properties, projects, parties that 22 when those properties, projects or parties come up 23 either in the same site or different sites, we might 24 work with those parties again. 25 So in terms of reviewing matters that come</p>	<p style="text-align: right;">Page 17</p> <p>1 include projects that would have been part of the 2 master plan or approved or developed under the master 3 plan document? 4 MS. ZYLSTRA: Object to the form. You can 5 answer. 6 THE WITNESS: The commons addition was 7 originally identified in and approved originally 8 during the master plan's period of relevance or 9 period of enforceability, period of something. That 10 was approved by the architectural design review 11 committee, but Edgewood did not proceed with 12 construction at that time. 13 I believe there was also an elevator 14 addition and something they were going to do with 15 the auditorium that were a part of that review. But 16 again, I don't believe that they actually 17 constructed any of those projects. And as I just 18 mentioned, the commons was just reapproved last year 19 after the master plan repeal that got conditional 20 use approval and I believe has gotten permits to 21 start construction. 22 BY MR. INGRISANO: 23 Q. I believe Edgewood had a fine arts addition. Were 24 you involved in that? 25 A. Edgewood College, yes.</p>

5 (Pages 14 - 17)

<p style="text-align: right;">Page 18</p> <p>1 Q. How about the high school?</p> <p>2 A. I remember that there were discussions about it, and</p> <p>3 it was part of perhaps what I refer to as the</p> <p>4 auditorium you're referring to as the fine arts</p> <p>5 facility. That was part of I believe one of the</p> <p>6 projects that went through the ADRC process during</p> <p>7 the master plan.</p> <p>8 Q. There was a parking lot addition to Edgewood as well</p> <p>9 in the last several years; is that right?</p> <p>10 A. Yes.</p> <p>11 Q. Were you involved with that?</p> <p>12 A. As part of the architectural design review committee,</p> <p>13 yes.</p> <p>14 Q. Are you drawing a distinction between your</p> <p>15 involvement with the architectural review committee</p> <p>16 versus your role as a planner?</p> <p>17 A. No.</p> <p>18 Q. So the Well, the performing arts center, that's</p> <p>19 different from the auditorium; is that correct?</p> <p>20 A. Yes.</p> <p>21 Q. At one point a driveway was added through the</p> <p>22 Edgewood Campus from Monroe Street through to</p> <p>23 Edgewood College. Were you involved with that</p> <p>24 project?</p> <p>25 A. No. I believe that predated my involvement with</p>	<p style="text-align: right;">Page 20</p> <p>1 MR. INGRISANO: Can you read back that</p> <p>2 last line, please?</p> <p>3 (Record read.)</p> <p>4 BY MR. INGRISANO:</p> <p>5 Q. So after the repeal of the -- apart from the</p> <p>6 amendment process for the master plan, were you also</p> <p>7 involved in any way in reviewing a lighting</p> <p>8 application or lighting applications filed by</p> <p>9 Edgewood for outdoor lights for its football field in</p> <p>10 2019?</p> <p>11 MS. ZYLSTRA: Object to form. You can</p> <p>12 answer.</p> <p>13 THE WITNESS: I was aware that that</p> <p>14 request had been submitted. I was not involved in</p> <p>15 the review of that request, however.</p> <p>16 BY MR. INGRISANO:</p> <p>17 Q. You said you were involved with the master plan. Are</p> <p>18 you talking about the drafting and approval of the</p> <p>19 master plan in 2014, 2013?</p> <p>20 MS. ZYLSTRA: Objection, form. You can</p> <p>21 answer.</p> <p>22 THE WITNESS: I wrote the staff report</p> <p>23 that was presented to the plan commission and the</p> <p>24 Common Council recommending that they could approve</p> <p>25 the master plan.</p>
<p style="text-align: right;">Page 19</p> <p>1 Edgewood.</p> <p>2 Q. Okay. So if I'm understanding you correctly, here is</p> <p>3 what I took from your testimony as your involvement</p> <p>4 with Edgewood, Edgewood Campus: Parking lot, the</p> <p>5 auditorium, the commons, the Well, the performing art</p> <p>6 center at the college, the condominium division, the</p> <p>7 addition to the Edgewood College dorm, the repeal of</p> <p>8 the master plan, the master plan itself and what you</p> <p>9 call the stadium. Did I summarize that correctly?</p> <p>10 A. Yes.</p> <p>11 Q. Is there anything else on the Edgewood Campus that</p> <p>12 you believe you were involved with in terms of a</p> <p>13 planning and development standpoint on behalf of the</p> <p>14 City?</p> <p>15 A. Not that I can recall.</p> <p>16 Q. When you said that you were involved with the</p> <p>17 stadium, what do you mean by that?</p> <p>18 A. Well, I was the planner assigned to review the</p> <p>19 amendment that was brought forth in the fall of 2018</p> <p>20 to build a more permanent stadium, install a public</p> <p>21 address system and add lighting. So I was involved</p> <p>22 in the review of that and the preparation for the</p> <p>23 public hearings for that. I was involved in the</p> <p>24 conditional use review for the addition of lighting</p> <p>25 after the master plan was repealed.</p>	<p style="text-align: right;">Page 21</p> <p>1 BY MR. INGRISANO:</p> <p>2 Q. During your time at -- working with Edgewood on the</p> <p>3 projects that you've identified, did you have a</p> <p>4 contact person at Edgewood High School for any of</p> <p>5 these projects?</p> <p>6 A. Mike Elliott was the person that was the common</p> <p>7 denominator in many of the projects. Doug Hursh from</p> <p>8 Potter Lawson was the, I guess the author, if you</p> <p>9 will, of the master plan or the project manager for</p> <p>10 the master plan. I believe he was also involved in</p> <p>11 the original commons proposal, but I'm not certain of</p> <p>12 that. And then Mike was involved in the stadium,</p> <p>13 that question at both opportunities in 2018 and 2020</p> <p>14 there were -- they were working with Vandewalle and</p> <p>15 Associates on the application for the lights in 2020,</p> <p>16 so Brian Munson was involved in that process and</p> <p>17 preparation of their application and participation in</p> <p>18 the public hearing.</p> <p>19 Q. Okay. So just to back up, with respect to folks that</p> <p>20 are contact people that were actually employed by</p> <p>21 Edgewood High School, they were Edgewood employees,</p> <p>22 was there anyone other than Mike Elliott that you</p> <p>23 would have had contact with, whether it's inquiries,</p> <p>24 answering their questions, posing your own questions</p> <p>25 with respect to Edgewood Campus projects?</p>

Page 22	Page 24
<p>1 MS. ZYLSTRA: Object to form, foundation.</p> <p>2 You can answer.</p> <p>3 THE WITNESS: I don't recall anybody else.</p> <p>4 BY MR. INGRISANO:</p> <p>5 Q. And then as for outside representatives, people maybe</p> <p>6 contractors, consultants that were hired by the</p> <p>7 Edgewood Campus, you believe it was Brian Munson and</p> <p>8 Doug Hursh were the representatives that you would</p> <p>9 have been communicating with that were outside of</p> <p>10 Edgewood High School?</p> <p>11 MS. ZYLSTRA: Object to form. You can</p> <p>12 answer.</p> <p>13 THE WITNESS: The only other name that</p> <p>14 comes to mind related to discussions about that fine</p> <p>15 arts project would have been Mike Huffman who</p> <p>16 provides a construction management. I think he has</p> <p>17 a private consulting firm that does construction</p> <p>18 management.</p> <p>19 BY MR. INGRISANO:</p> <p>20 Q. Okay. Can you describe for me what was involved with</p> <p>21 the condominium project you mentioned for the three</p> <p>22 Edgewood entities?</p> <p>23 A. They were interested in dividing up the campus so</p> <p>24 that they all had an ownership stake in the roughly</p> <p>25 56 acres. They had originally discussed whether they</p>	<p>1 (Record read.)</p> <p>2 MS. ZYLSTRA: Same objections. You can</p> <p>3 answer.</p> <p>4 THE WITNESS: I'm not sure I understand</p> <p>5 your question.</p> <p>6 MR. INGRISANO: Sure.</p> <p>7 BY MR. INGRISANO:</p> <p>8 Q. Edgewood College considers parts of that campus to be</p> <p>9 part of the Edgewood College, correct?</p> <p>10 MS. ZYLSTRA: Objection, form, foundation.</p> <p>11 You can answer.</p> <p>12 THE WITNESS: Yes.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. Edgewood High School considers parts of that campus</p> <p>15 to be part of Edgewood High School, correct?</p> <p>16 MS. ZYLSTRA: Same objections. You can</p> <p>17 answer.</p> <p>18 THE WITNESS: Yes.</p> <p>19 BY MR. INGRISANO:</p> <p>20 Q. Edgewood Campus School believes that there are part</p> <p>21 of that 55 acre parcel that are part of their campus,</p> <p>22 correct?</p> <p>23 MS. ZYLSTRA: Same objections. You can</p> <p>24 answer.</p> <p>25 BY MR. INGRISANO:</p>
Page 23	Page 25
<p>1 would be able to create lots in fee simple by doing a</p> <p>2 subdivision. It was felt that their subdivision</p> <p>3 would be objected to by the community, and so they</p> <p>4 felt that the condominium was a better way to create,</p> <p>5 you know, distinct ownership interests in the campus</p> <p>6 while providing sort of that governance framework</p> <p>7 that a condominium declaration would provide for the</p> <p>8 common maintenance of things that the three</p> <p>9 institutions share on the 56 acres.</p> <p>10 Q. Did the condominium project, was that completed?</p> <p>11 A. Yes.</p> <p>12 Q. And do you recall approximately when that was</p> <p>13 completed?</p> <p>14 A. I would say it was probably 2009 or 2010.</p> <p>15 Q. In your experience working with Edgewood Campus, you</p> <p>16 would recognize, wouldn't you, that there are</p> <p>17 distinctions between Edgewood High School, Edgewood</p> <p>18 College and Edgewood Campus School in terms of</p> <p>19 responsibility or interest in particular parts of</p> <p>20 that 55 acre campus?</p> <p>21 MS. ZYLSTRA: Object to form. You can</p> <p>22 answer. Foundation.</p> <p>23 THE WITNESS: Could you repeat?</p> <p>24 MR. INGRISANO: Yeah, can you read that</p> <p>25 back, please?</p>	<p>1 Q. Their school.</p> <p>2 A. Yes.</p> <p>3 Q. Okay. One of the parts that Edgewood High School</p> <p>4 considers to be its property or its interest is the</p> <p>5 athletic field, correct?</p> <p>6 MS. ZYLSTRA: Same objections. You can</p> <p>7 answer.</p> <p>8 THE WITNESS: I don't specifically recall</p> <p>9 which unit in the condominium is owned by which</p> <p>10 institution.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. When Edgewood is seeking -- Edgewood High School is</p> <p>13 seeking to improve that property or to amend master</p> <p>14 plans or to seek additional use approval with respect</p> <p>15 to that football field, you recognize that Edgewood</p> <p>16 High School has the -- is the proper party to seek</p> <p>17 those changes, correct?</p> <p>18 MS. ZYLSTRA: Objection, form. You can</p> <p>19 answer.</p> <p>20 THE WITNESS: To the extent I understand</p> <p>21 that -- their ownership, yes.</p> <p>22 BY MR. INGRISANO:</p> <p>23 Q. Are there any other institutions besides the Edgewood</p> <p>24 Campus that you are typically assigned?</p> <p>25 A. I have been involved in projects on the University of</p>

7 (Pages 22 - 25)

<p>1      Wisconsin campus.</p> <p>2    Q. So when a UW project comes in, is it, therefore, more</p> <p>3      likely to be assigned to you given your experience</p> <p>4      with that campus?</p> <p>5    A. Yes.</p> <p>6    Q. Any other institution that is more likely to be</p> <p>7      assigned to you because of your prior involvement?</p> <p>8    A. Institution, no, not that I recall.</p> <p>9    Q. Any other prior -- any other property owner that</p> <p>10     you're more likely to be assigned because of your</p> <p>11     involvement historically?</p> <p>12    A. I have worked with, for example, T.R. McKenzie on a</p> <p>13     number of their projects. I have worked with I</p> <p>14     believe it's McKenzie 3000 on many of their projects.</p> <p>15    Livesey Company on projects in the City of Madison,</p> <p>16    John Flad from Flad Development, he and I have worked</p> <p>17     together on a number of projects over the years.</p> <p>18     Those are the ones that I can recall most</p> <p>19     immediately.</p> <p>20    Q. Okay. With your experiences with the Edgewood Campus</p> <p>21     and the projects that you identified, have you</p> <p>22     developed any thoughts or impressions or opinions of</p> <p>23     Edgewood High School?</p> <p>24        MS. ZYLSTRA: Object to form. You can</p> <p>25     answer.</p>	<p>Page 26</p> <p>1      University of Wisconsin-Madison, Edgewood were zoned</p> <p>2      under our 1966 zoning code in a variety of mostly</p> <p>3      conventional zoning districts. Those institutions</p> <p>4      were allowed in those districts, but it would be</p> <p>5      fair to say that none of those districts in the 1966</p> <p>6      zoning code were created or existed to serve medical</p> <p>7      institutions, educational institutions which was the</p> <p>8      thrust of what the CI district was created to</p> <p>9      provide a zoning framework for.</p> <p>10     BY MR. INGRISANO:</p> <p>11     Q. Why did they need their own special zoning framework</p> <p>12     in your opinion?</p> <p>13     A. In my opinion I think it was felt both by the team</p> <p>14     that was looking at the zoning code and how to</p> <p>15     implement our -- or how to create a new zoning code</p> <p>16     that would implement the City's 2006 comprehensive</p> <p>17     plan that it was perhaps useful to have a zoning</p> <p>18     district that would more specifically speak to the</p> <p>19     unique characteristics of large educational</p> <p>20     institutions, medical institutions like the three</p> <p>21     hospitals, for example. And so versus whereas those</p> <p>22     were conventionally zoned districts under the 1966</p> <p>23     code, the zoning that they had might not have</p> <p>24     reflected, you know, large campuses with a variety of</p> <p>25     buildings and uses and particular needs.</p>	
<p>1           THE WITNESS: Can you clarify?</p> <p>2           MR. INGRISANO: Sure.</p> <p>3    BY MR. INGRISANO:</p> <p>4    Q. What are your thoughts with all the experience you</p> <p>5      had working with Edgewood High School, what are your</p> <p>6      thoughts and opinions about that institution?</p> <p>7        MS. ZYLSTRA: Same objection.</p> <p>8        THE WITNESS: I have none.</p> <p>9    BY MR. INGRISANO:</p> <p>10   Q. As a planner at the City of Madison, did you have any</p> <p>11     role in the drafting of the campus institutional</p> <p>12     district zoning ordinance?</p> <p>13   A. Yes.</p> <p>14   Q. Can you describe that involvement for me?</p> <p>15   A. At the time that we were rewriting the City's zoning</p> <p>16     code, the one that's currently in effect and has been</p> <p>17     in effect since 2 January 2013, I was involved in the</p> <p>18     staff team that was working with the consultant that</p> <p>19     the City had hired to develop that ordinance.</p> <p>20   Q. What was the purpose for the campus institutional</p> <p>21     zoning district to the best of your recollection?</p> <p>22        MS. ZYLSTRA: Objection, form, foundation.</p> <p>23     You can respond.</p> <p>24        THE WITNESS: Well, to my understanding</p> <p>25     historically institutions like Madison College, the</p>	<p>Page 27</p> <p>1           THE WITNESS: Can you clarify?</p> <p>2           MR. INGRISANO: Sure.</p> <p>3    BY MR. INGRISANO:</p> <p>4    Q. What are your thoughts with all the experience you</p> <p>5      had working with Edgewood High School, what are your</p> <p>6      thoughts and opinions about that institution?</p> <p>7        MS. ZYLSTRA: Same objection.</p> <p>8        THE WITNESS: I have none.</p> <p>9    BY MR. INGRISANO:</p> <p>10   Q. As a planner at the City of Madison, did you have any</p> <p>11     role in the drafting of the campus institutional</p> <p>12     district zoning ordinance?</p> <p>13   A. Yes.</p> <p>14   Q. Can you describe that involvement for me?</p> <p>15   A. At the time that we were rewriting the City's zoning</p> <p>16     code, the one that's currently in effect and has been</p> <p>17     in effect since 2 January 2013, I was involved in the</p> <p>18     staff team that was working with the consultant that</p> <p>19     the City had hired to develop that ordinance.</p> <p>20   Q. What was the purpose for the campus institutional</p> <p>21     zoning district to the best of your recollection?</p> <p>22        MS. ZYLSTRA: Objection, form, foundation.</p> <p>23     You can respond.</p> <p>24        THE WITNESS: Well, to my understanding</p> <p>25     historically institutions like Madison College, the</p>	<p>Page 29</p> <p>1           So, for example, the general commercial</p> <p>2     district in the 1966 code may have allowed colleges</p> <p>3     and universities, but it was not clearly a district</p> <p>4     that was primarily intended for colleges and</p> <p>5     universities. And so because of that and because the</p> <p>6     2006 comprehensive plan identified some of those</p> <p>7     larger institutional properties in -- I believe in</p> <p>8     that plan it was referred to as the special</p> <p>9     institutional district in the generalized future land</p> <p>10    use maps in that '06 comp plan that because the new</p> <p>11    zoning code was intended to implement the</p> <p>12    recommendations in that '06 comprehensive plan, that</p> <p>13    it was also felt that perhaps a special zoning</p> <p>14    district that might, you know, reflect those needs</p> <p>15    and the recommendations or the recognition of those</p> <p>16    campuses and institutions in the 2006 comprehensive</p> <p>17    plan would be useful.</p> <p>18   Q. Okay. For a practical matter how did the campus</p> <p>19     institutional district zoning change project</p> <p>20     development for a zoned institution, a zoned property</p> <p>21     owner under CID, campus institutional district,</p> <p>22     versus the prior code?</p> <p>23        MS. ZYLSTRA: Objection, form, foundation.</p> <p>24     You can answer.</p> <p>25        THE WITNESS: Well, I mean I think the</p>

8 (Pages 26 - 29)

<p style="text-align: right;">Page 30</p> <p>1 campus institutional district has primary and 2 secondary uses that reflect the uses that would be 3 most common on the properties that are zoned campus 4 institutional or that could be zoned campus 5 institutional. And it had bulk requirements that -- 6 or has bulk requirements that recognize the type of 7 building and the type of site development that you 8 would expect to see in a campus institutional 9 district compared to a more conventional commercial 10 or residential zoning classification.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. So listing the primary and secondary uses though, how 13 does that -- how is that in the interest of the 14 institution just to have those primary and secondary 15 uses listed?</p> <p>16 MS. ZYLSTRA: Objection, form, foundation. 17 You can answer.</p> <p>18 THE WITNESS: I believe that it reflects 19 the uses that would be most commonly found on those 20 campuses.</p> <p>21 BY MR. INGRISANO:</p> <p>22 Q. So it's -- beyond identifying what the uses are for 23 those types of campuses, what is the practical impact 24 of defining those primary and secondary uses?</p> <p>25 MS. ZYLSTRA: Objection, form, foundation.</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. When it was first promulgated, how did the campus 2 institutional district ordinance, how did that 3 regulate those permitted primary and secondary uses? 4 MS. ZYLSTRA: Objection, form, foundation. 5 You can answer.</p> <p>6 THE WITNESS: Well, it regulated it, 7 regulated those campuses the way zoning regulates 8 any private property in the City of Madison in that, 9 you know, uses are allowed and bulk requirements are 10 established, and again, reflecting the statement of 11 purpose of the district that speaks to the existence 12 of these large institutions and their particular 13 needs creating a district for those properties to be 14 zoned in the CI district distinct from other 15 districts elsewhere around the City and in the 16 zoning code.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. But I guess where I'm trying to understand is the 19 list of secondary and primary uses in the campus 20 institutional zoning ordinance, those are permitted 21 uses, correct?</p> <p>22 MS. ZYLSTRA: Objection, form, foundation, 23 incomplete hypothetical. You can answer.</p> <p>24 THE WITNESS: They're allowed. The zoning 25 code establishes different requirements for</p>
<p style="text-align: right;">Page 31</p> <p>1 You can answer.</p> <p>2 THE WITNESS: I'm not sure I understand 3 your question.</p> <p>4 BY MR. INGRISANO:</p> <p>5 Q. Beyond just listing what primary and secondary uses 6 are in the campus institutional ordinance, what's 7 the -- what is the purpose and intent of identifying 8 those uses?</p> <p>9 MS. ZYLSTRA: Objection, form, foundation. 10 You can answer.</p> <p>11 THE WITNESS: Well, you have uses on a 12 campus institutionally zoned property that are most 13 common or most unique to those campuses as opposed 14 to other like districts in our zoning code where 15 those uses are in many cases also identified but it, 16 again, speaks to identifying these institutions in 17 our adopted city plans and then providing a 18 regulatory framework for those institutions 19 including use lists and bulk requirements or 20 regulations that might better speak to the unique 21 nature of those campuses than other zoning 22 classifications where those uses may be allowed, 23 permitted or conditional but not necessarily 24 anticipating in a campus form.</p> <p>25 BY MR. INGRISANO:</p>	<p style="text-align: right;">Page 33</p> <p>1 different uses throughout the zoning code in that a 2 building of a certain height might be allowed but 3 over another height or a greater height may become a 4 conditional use. Building too close to a property 5 line in some zoning districts may require 6 conditional use approval.</p> <p>7 So I would distinguish it as a use may be 8 allowed, but that there are conditions that it may 9 need to be -- that may need to be met that determine 10 whether or not something is permitted or 11 conditional.</p> <p>12 (Exhibit 47 previously marked.)</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. All right. Mr. Parks, I'm going to hand you what's 15 been previously marked as Exhibit 47 except for the 16 fact that there appears to have been highlighting 17 that has been added to the document since it was 18 originally marked involving your name. I'll tell you 19 that it's otherwise an accurate copy of Exhibit 47, 20 okay? Do you recognize Exhibit 47, sir?</p> <p>21 A. Yes.</p> <p>22 Q. And this is a planning division staff report dated 23 March 24, 2014 that you authored, correct?</p> <p>24 A. Yes.</p> <p>25 Q. And on pages -- starting on page 3, 4, 5 and 6 of</p>

9 (Pages 30 - 33)

<p style="text-align: right;">Page 34</p> <p>1 this document, there is a recitation and a -- I'll 2 just say inclusion of the, at the time, current or 3 the then current campus institutional district zoning 4 ordinance, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And subsection 3 identifies the uses within CI 7 districts, defines the uses as either primary or 8 secondary, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And then there is a list of primary uses under (a) 11 and secondary uses under (b), correct?</p> <p>12 A. Yes.</p> <p>13 Q. So in 2014 when campus institutional district was in 14 play, an institution or a property that was zoned 15 campus institutional was permitted to use its 16 property for any of the primary or secondary uses 17 identified, correct?</p> <p>18 MS. ZYLSTRA: Objection, form, foundation.</p> <p>19 THE WITNESS: Would you clarify, please?</p> <p>20 MR. INGRISANO: Sure.</p> <p>21 BY MR. INGRISANO:</p> <p>22 Q. All of those in (a) and (b) are permitted uses of a 23 property that's zoned campus institutional, correct?</p> <p>24 MS. ZYLSTRA: Objection, form, foundation.</p> <p>25 THE WITNESS: They're allowed within the</p>	<p style="text-align: right;">Page 36</p> <p>1 ordinance to prevent Edgewood from using its field as 2 an outdoor sports and recreation facility to your 3 knowledge?</p> <p>4 MS. ZYLSTRA: Objection, form. You can 5 answer.</p> <p>6 THE WITNESS: I don't recall.</p> <p>7 BY MR. INGRISANO:</p> <p>8 Q. To your understanding of the campus institutional 9 district zoning ordinance, if Edgewood wanted to 10 change one of the secondary uses, say, for example, 11 wanted to turn a general retail use under 3(b)(4) 12 into a museum, would the City under the CID ordinance 13 be able to regulate that?</p> <p>14 MS. ZYLSTRA: Objection, form, foundation.</p> <p>15 THE WITNESS: I believe that that would be 16 an interpretation for the zoning administrator or 17 his or her staff to determine what uses would be 18 allowed and under what auspicious in the campus 19 institutional district.</p> <p>20 BY MR. INGRISANO:</p> <p>21 Q. As one of the drafters involved in the drafting of 22 this statute, this ordinance, you don't have an 23 interpretation or a comment on that?</p> <p>24 MS. ZYLSTRA: Objection, form, foundation.</p> <p>25 You can answer.</p>
<p style="text-align: right;">Page 35</p> <p>1 district.</p> <p>2 BY MR. INGRISANO:</p> <p>3 Q. Yes. In 2013 prior to its master plan Edgewood High 4 School was able to use its football field as an 5 indoor or outdoor sports and recreational facility 6 under 3(b)(5), correct?</p> <p>7 MS. ZYLSTRA: Objection, form, foundation.</p> <p>8 You can answer.</p> <p>9 THE WITNESS: Yes.</p> <p>10 BY MR. INGRISANO:</p> <p>11 Q. It could use its football field under 17 as a 12 stadium, auditorium and arena, open or enclosed, 13 correct?</p> <p>14 MS. ZYLSTRA: Objection, form, foundation.</p> <p>15 You can answer.</p> <p>16 THE WITNESS: I don't know if I would 17 qualify the condition of their facility as a 18 stadium. Certainly it would be an outdoor sports 19 and recreation facility.</p> <p>20 BY MR. INGRISANO:</p> <p>21 Q. Okay.</p> <p>22 A. I don't recall what the condition of that corner of 23 the stadium was in 2013, however.</p> <p>24 Q. In 2013 did the City of Madison have any ability 25 under the campus institutional district zoning</p>	<p style="text-align: right;">Page 37</p> <p>1 THE WITNESS: I don't care to interpret, 2 no.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. Did you ever have an opinion that you've held. I'm 5 not asking you to come up with a new one now. Have 6 you ever held an opinion about the City's ability to 7 regulate amongst the permitted uses under 3 (a) and 8 (b)?</p> <p>9 MS. ZYLSTRA: Objection, form. You can 10 answer.</p> <p>11 THE WITNESS: That would be something that 12 the zoning administrator would be primarily charged 13 with providing an official interpretation.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. So as a matter of fact though as you sit here today, 16 you have never between from today through the 17 promulgation of this statute, you've never developed 18 or formed your own opinion as to the propriety of the 19 City's regulation of any of the uses under 3(a) and 20 (b). I'm asking you as a matter of fact. I'm not 21 asking you to make an opinion today. I'm asking you 22 whether you ever have actually formed an opinion or 23 expressed an opinion about the City's ability to 24 regulate the uses in 3 (a) and (b)?</p> <p>25 MS. ZYLSTRA: Objection to form. You can</p>

<p style="text-align: right;">Page 38</p> <p>1 answer.</p> <p>2 THE WITNESS: You're asking me whether I 3 have ever had an opinion about the implementation of 4 the allowed use list in the campus institutional 5 district.</p> <p>6 BY MR. INGRISANO:</p> <p>7 Q. I asked you about whether you've ever formed an 8 opinion about the City's ability to regulate any of 9 the primary or secondary uses identified in 3(a) and 10 (b)?</p> <p>11 MS. ZYLSTRA: Objection, form. You can 12 answer.</p> <p>13 THE WITNESS: I don't specifically recall.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. When you were involved in the drafting of the campus 16 institutional district zoning ordinance, did you have 17 any involvement in that process with anyone from 18 Edgewood High School?</p> <p>19 A. No, not that I recall.</p> <p>20 Q. To your knowledge was anyone from Edgewood High 21 School involved in the drafting or development of the 22 campus institutional district zoning?</p> <p>23 A. No, not that I recall.</p> <p>24 Q. Sir, what was your involvement with the Edgewood 25 master plan?</p>	<p style="text-align: right;">Page 40</p> <p>1 A. I may have reviewed draft documents, but I did not 2 myself draft those documents.</p> <p>3 Q. Looking at Exhibit 47, the document you drafted here, 4 the staff report, on the first page under the summary 5 there is a subsection applicable regulations and 6 standards, do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Do you think that's a fair summary that you drafted 9 of the campus institutional district zoning 10 regulation?</p> <p>11 MS. ZYLSTRA: Object to form. You can 12 answer.</p> <p>13 THE WITNESS: I believe that it is.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. It says on the document the applicant is a Maggie 16 Balistreri-Clark, do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know who she is?</p> <p>19 A. At the time she was with Edgewood College. I believe 20 that her role was a vice or associate dean for 21 student relations. I don't recall specifically the 22 exact title however.</p> <p>23 Q. And would it have been, during this process, would 24 you have been working with Ms. Balistreri-Clark?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 39</p> <p>1 MS. ZYLSTRA: Object to form. You can 2 answer.</p> <p>3 THE WITNESS: I was the reviewing planner 4 when it went through the plan commission process, 5 and I participated in two community discussions 6 where the campus master plan was presented to 7 surrounding neighborhoods.</p> <p>8 BY MR. INGRISANO:</p> <p>9 Q. When you were reviewing as it went through the plan 10 commission process or when you were presenting to the 11 neighbors in those meetings, was that a complete and 12 final document?</p> <p>13 MS. ZYLSTRA: Object to form. You can 14 answer.</p> <p>15 THE WITNESS: The staff report of March 16 24, 2014 would have been based on what Edgewood, the 17 campus institutions submitted to the City for 18 approval of their master plan. The items that were 19 presented to the neighborhood were preceding that, I 20 cannot speak to what state the master plan was at 21 that time or those times.</p> <p>22 BY MR. INGRISANO:</p> <p>23 Q. I guess my question is were you -- I'm not hearing 24 you say that you were involved in the actual drafting 25 of the content of the master plan; is that correct?</p>	<p style="text-align: right;">Page 41</p> <p>1 Q. Do you recall during this process Ms. 2 Balistreri-Clark ever saying anything to you about 3 the use of Edgewood High School's athletic field?</p> <p>4 A. I don't specifically recall during the master plan 5 process any such discussions.</p> <p>6 Q. You had a couple qualifiers in there that I have to 7 follow up on, Mr. Parks. 8 You said you don't specifically recall. Do 9 you generally recall any discussions regarding the 10 athletic field?</p> <p>11 A. I recall that there was concern during the master 12 plan process that Edgedome might be relocated 13 adjacent to the field but that that project and any 14 discussion of the field area was tabled until the 15 future.</p> <p>16 Q. Who were involved in those discussions that you said 17 were tabled?</p> <p>18 A. I don't specifically recall.</p> <p>19 Q. But again, we're talking these conversations that you 20 just relayed, you believe those were with Ms. 21 Balistreri-Clark?</p> <p>22 A. Yes.</p> <p>23 Q. What did you mean when you said the discussions on 24 the field, the athletic field, were tabled? Tabled 25 how?</p>

<p style="text-align: right;">Page 42</p> <p>1 MS. ZYLSTRA: Object to form. You can 2 answer.</p> <p>3 THE WITNESS: Well, the master plan that 4 was submitted to the City didn't include specific 5 projects for the field. It included an allusion to 6 Edgedome and that it would be a future amendment to 7 the master plan at whatever time the institution or 8 institutions that were part of Edgedome would want 9 to bring those forward and that, you know, there 10 were no specific projects in the master plan for the 11 field or for the indoor facility that they -- or at 12 the time was referred to as Edgedome. I don't know 13 if it still is.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. Okay. You said you don't specifically recall during 16 the master plan process having a conversation with a 17 Maggie Balistreri-Clark beyond what I think we just 18 now mentioned were more generally.</p> <p>19 Did you have conversations with Maggie 20 Balistreri-Clark about the athletic field outside of 21 the master planning process?</p> <p>22 MS. ZYLSTRA: Object to form.</p> <p>23 THE WITNESS: I believe that I may have 24 been involved in some correspondence about use of 25 the field while the master plan was in effect.</p>	<p style="text-align: right;">Page 44</p> <p>1 applicable regulations and standards, the last kind 2 of provision of that paragraph says "in the absence 3 of said plan" --</p> <p>4 MS. ZYLSTRA: Counsel, I'm sorry, can you 5 direct me where you are?</p> <p>6 MR. INGRISANO: Yeah, applicable 7 regulations and standards, page 1.</p> <p>8 MS. ZYLSTRA: I'm sorry. I apologize. 9 Thank you.</p> <p>10 MR. INGRISANO: Sure.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. The last couple lines of your applicable regulations 13 and standards summary, it says, "in the absence of 14 said plan," being a campus master plan, "individual 15 development proposals and changes that exceed 4,000 16 square feet in gross floor area within any five year 17 period shall require conditional use approval."</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. So under the way the statute, this ordinance was 21 originally drafted, in the absence of a master plan, 22 anything on a campus institutional district property, 23 zoned property, that was greater than 4,000 square 24 feet of gross floor area would require conditional 25 use approval, correct?</p>
<p style="text-align: right;">Page 43</p> <p>1 BY MR. INGRISANO:</p> <p>2 Q. With Ms. Clark?</p> <p>3 A. Yes.</p> <p>4 Q. Do you recall what that communication related to 5 specifically?</p> <p>6 A. No, I do not.</p> <p>7 Q. During the master planning process, did the issue of 8 lights, outdoor lighting for Edgewood High School's 9 athletic field ever come up?</p> <p>10 MS. ZYLSTRA: Object to form. You can 11 answer.</p> <p>12 THE WITNESS: During the master plan 13 approval process?</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. Yes.</p> <p>16 A. During the master plan approval process, no, I do not 17 recall that lights were specifically brought up.</p> <p>18 Q. Prior to the approval process as part of any 19 drafting, where you were reviewing drafts, do you 20 recall lights coming up?</p> <p>21 MS. ZYLSTRA: Object to form. You can 22 answer.</p> <p>23 THE WITNESS: No, I do not.</p> <p>24 BY MR. INGRISANO:</p> <p>25 Q. Going back to Exhibit 47, first page there, the</p>	<p style="text-align: right;">Page 45</p> <p>1 MS. ZYLSTRA: Objection, form, foundation. 2 You can answer.</p> <p>3 THE WITNESS: That's what the ordinance 4 said.</p> <p>5 BY MR. INGRISANO:</p> <p>6 Q. Okay. So anything less than 4,000 square feet in the 7 absence of a plan would be subject to what?</p> <p>8 MS. ZYLSTRA: Objection, form, foundation. 9 You can answer.</p> <p>10 THE WITNESS: I believe an administrative 11 review process, but that would be a zoning 12 enforcement and implementation matter first.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. So you think it would be administrative review 15 process but ultimately that's a zoning question, 16 correct?</p> <p>17 A. Correct.</p> <p>18 Q. And zoning at the time this plan went into place, the 19 zoning administrator was Matthew Tucker, correct?</p> <p>20 A. Correct.</p> <p>21 Q. Based on your familiarity with the zoning ordinance, 22 if there is a plan, if there is a master plan in 23 place and a property owner wants to make a change of 24 less than 4,000 square feet of gross floor area, what 25 governs that project, that proposal?</p>

12 (Pages 42 - 45)

<p style="text-align: right;">Page 46</p> <p>1 MS. ZYLSTRA: Objection, form, foundation.      2 BY MR. INGRISANO:      3 Q. If you know.      4 A. The master plan.      5 Q. Sir, below the applicable regulations and standards      6 do you see where it says summary recommendation?      7 A. Yes.      8 Q. And in fact you and your department recommended      9 approval of the master plan; is that correct?      10 A. Yes.      11 Q. Take a look at page 6 of Exhibit 47, sir. Analysis      12 and conclusion. Third paragraph. "No master plan      13 has been approved for a CI zoned institution to date,      14 and the proposed master plan for Edgewood is the      15 first time the plan commission has had to consider      16 such a document."      17 Do you see that?      18 A. Yes.      19 Q. Since drafting this, University of Wisconsin has      20 adopted a master plan, correct?      21 A. Yes.      22 Q. So but the Edgewood master plan was indeed the first      23 master plan that the City reviewed and approved,      24 correct?      25 A. Yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 Q. Are you aware of any instances in which the      2 University of Wisconsin has been told that it cannot      3 proceed with a project because it's contrary to the      4 terms of its master plan?      5 A. Yes.      6 Q. And can you give me an instance of that, please?      7 A. I recall that the addition to Sellery Hall required      8 an alteration to the plan because the height that was      9 indicated in the approved plan was less than the      10 height that the university desired when they      11 renovated and added a floor to Sellery.      12 Q. Anything else?      13 A. Not that I recall.      14 Q. Are you aware of any time in which the University of      15 Wisconsin has been told that it can't use a building      16 or space because of how that use has been defined in      17 the master plan?      18 A. That would be a zoning enforcement matter. I do not      19 recall any such occasions, but I would not      20 necessarily be aware of all such occasions.      21 Q. Sure. I'm only asking what you're aware of, sir. I      22 understand.      23 How many times have you been on the      24 Edgewood High School athletic field?      25 MS. ZYLSTRA: Objection, form. You can</p>
<p style="text-align: right;">Page 47</p> <p>1 Q. And with respect to the master plan for Edgewood and      2 the issues involving the stadium, the Edgewood master      3 plan is the first time to your knowledge, is it not,      4 that the City has had to interpret provisions of a      5 master plan?      6 MS. ZYLSTRA: Objection, form, foundation.      7 You can answer.      8 THE WITNESS: Could you repeat the      9 question, please?      10 MR. INGRISANO: Sure.      11 BY MR. INGRISANO:      12 Q. Just like it's the first master plan to have been      13 approved and processed, is it not also the first      14 master plan that the City of Madison has had to      15 review and interpret for purposes of what's permitted      16 and what's not permitted?      17 MS. ZYLSTRA: Same objections. You can      18 answer.      19 THE WITNESS: It is the first master plan.      20 BY MR. INGRISANO:      21 Q. Okay. Have there been any occasions with the      22 University of Wisconsin that you're aware of where      23 the City has had to sit down and interpret its master      24 plan to determine if something is permissible?      25 A. I am not aware of any such occasions.</p>	<p style="text-align: right;">Page 49</p> <p>1 answer.      2 THE WITNESS: I have never been on the      3 Edgewood High School athletic field.      4 BY MR. INGRISANO:      5 Q. How many times have you been on the Edgewood High      6 School campus?      7 A. Edgewood High School itself?      8 Q. Yes.      9 MS. ZYLSTRA: Object to form. You can      10 answer.      11 THE WITNESS: I recall two occasions.      12 BY MR. INGRISANO:      13 Q. And what were those and when were those?      14 A. I recall an architectural design review committee      15 meeting that was held in the Edgewood library. I do      16 not recall when that meeting occurred. And I recall      17 attending I believe it was the October 17th, 2018      18 community meeting that Edgewood hosted to discuss      19 changes to the football stadium that they were going      20 to pursue.      21 Q. As part of those visits, did you have an opportunity      22 to observe and view the Edgewood High School athletic      23 field?      24 A. No.      25 Q. So you've never made any sort of visual assessments</p>

<p style="text-align: right;">Page 50</p> <p>1 first person, of its location, its placement on the 2 property, et cetera?</p> <p>3 MS. ZYLSTRA: Object to form. You can 4 answer.</p> <p>5 THE WITNESS: I have driven by it 6 countless times. I have seen it both from within 7 the campus and from particularly Monroe Street. And 8 in the case of Monroe Street, I have driven by it 9 countless times.</p> <p>10 MR. INGRISANO: Okay.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. When driving by it countless times, have you ever 13 seen activities or events taking place on the field?</p> <p>14 MS. ZYLSTRA: Objection, form, foundation.</p> <p>15 You can answer.</p> <p>16 THE WITNESS: Yes.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. What activities -- can you describe what activities 19 you saw?</p> <p>20 A. No. I mean in driving by, I mean I'm not counting 21 people or specifically recalling every such occasion 22 or what activity was being held on the field.</p> <p>23 Q. Sure. So do you think you ever had occasion to see 24 games or athletic competitions being held on the 25 field?</p>	<p style="text-align: right;">Page 52</p> <p>1 THE WITNESS: I do not believe I knew how 2 Edgewood was using its field at that time.</p> <p>3 MS. ZYLSTRA: Counsel, if you're going to 4 go into a big document, can we take a break?</p> <p>5 MR. INGRISANO: Yeah.</p> <p>6 (Recess taken.)</p> <p>7 (Exhibit 52 previously marked.)</p> <p>8 BY MR. INGRISANO:</p> <p>9 Q. Handing you what's been previously marked as Exhibit 10 52, the only difference, again, being highlighting 11 for your name in our search process.</p> <p>12 Sir, do you recognize this, sir, as the 13 approved master plan for the Edgewood Campus?</p> <p>14 A. Yes.</p> <p>15 Q. And per page 1 of this document your name appears as 16 the person that had completed the planning review on 17 June 5, 2015; is that fair?</p> <p>18 A. Yes.</p> <p>19 Q. To the best of what I heard you testify earlier to, 20 and please correct me if I'm wrong, is that Mr. Doug 21 Hursh was the principal what I'll call scrivener or 22 drafter of this document. Is that your 23 understanding?</p> <p>24 MS. ZYLSTRA: Objection to form, foundation.</p> <p>25 You can answer.</p>
<p style="text-align: right;">Page 51</p> <p>1 A. Since February of 2004?</p> <p>2 Q. Yes.</p> <p>3 A. Likely, yes.</p> <p>4 Q. When did you first see an athletic contest or game 5 being conducted on the field?</p> <p>6 MS. ZYLSTRA: Objection, form, foundation.</p> <p>7 You can answer.</p> <p>8 THE WITNESS: I do not specifically 9 recall.</p> <p>10 MR. INGRISANO: Okay.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. Have you ever, since coming to Madison, have you ever 13 heard of games or athletic competitions being held on 14 that field?</p> <p>15 MS. ZYLSTRA: Objection, form, foundation.</p> <p>16 You can answer.</p> <p>17 THE WITNESS: I do not specifically 18 recall.</p> <p>19 BY MR. INGRISANO:</p> <p>20 Q. As you were reviewing the master plan in 2013, 2014, 21 reviewing drafts, what was your understanding as to 22 how that field was presently being used by Edgewood 23 High School?</p> <p>24 MS. ZYLSTRA: Objection, form. You can 25 answer.</p>	<p style="text-align: right;">Page 53</p> <p>1 THE WITNESS: I believe that he was.</p> <p>2 BY MR. INGRISANO:</p> <p>3 Q. Let me ask you to turn to page 42 of this document.</p> <p>4 Bottom left-hand side corner.</p> <p>5 A. Okay.</p> <p>6 Q. Under 3.8 it says "open space plan."</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. And then a little bit down second paragraph says "the 10 following list accompanies the open spaces diagram 11 and describes current open spaces shown on the site 12 plan:"</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. And then "open spaces No. 1 athletic field owned by 16 Edgewood High School used for team practices, 17 physical education classes."</p> <p>18 Did I read that correctly?</p> <p>19 A. Yes.</p> <p>20 Q. During your process, your involvement in the approval 21 process of this master plan, do you recall any 22 specific conversations about that language?</p> <p>23 A. No, I do not.</p> <p>24 Q. During the process, during the review and approval 25 process, do you recall giving any particular</p>

14 (Pages 50 - 53)

<p style="text-align: right;">Page 54</p> <p>1 attention, you personally, to that language?</p> <p>2 A. I do not recall.</p> <p>3 Q. During the approval process that you were involved 4 with, did you have any impression that Madison 5 Edgewood High School was agreeing to restrict or 6 limit the use of its athletic field on its campus?</p> <p>7 MS. ZYLSTRA: Objection, form, foundation.</p> <p>8 You can answer.</p> <p>9 THE WITNESS: Edgewood submitted the 10 master plan that the City approved. They wrote the 11 master plan, and they included the language that 12 they included. I cannot speak to how or why they 13 included that language.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. But as you sit here today, do you recall concluding 16 at any time that Edgewood was agreeing to restrict or 17 limit the use of its athletic field to only have 18 practices on that field or physical education classes 19 on that field?</p> <p>20 MS. ZYLSTRA: Objection, form. You can 21 answer.</p> <p>22 THE WITNESS: I would return to the words 23 of their own master plan.</p> <p>24 BY MR. INGRISANO:</p> <p>25 Q. Okay.</p>	<p style="text-align: right;">Page 56</p> <p>1 Q. And that the City of Madison's position was during 2 the life of the master plan that Edgewood could not 3 use its field for anything other than team practices 4 and physical education classes; is that correct?</p> <p>5 MS. ZYLSTRA: Objection, form. You can 6 answer.</p> <p>7 THE WITNESS: Yes.</p> <p>8 BY MR. INGRISANO:</p> <p>9 Q. When did you first learn of that interpretation by 10 the City of Madison?</p> <p>11 MS. ZYLSTRA: Same objection. You can 12 answer.</p> <p>13 THE WITNESS: I believe it first came to 14 the City's attention at the neighborhood meeting 15 that Edgewood convened to discuss its plans for the 16 stadium.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. Okay. Prior to that meeting was this language ever 19 to your knowledge discussed or reviewed as a 20 restriction on Edgewood High School?</p> <p>21 MS. ZYLSTRA: Object to form. You can 22 answer.</p> <p>23 THE WITNESS: I don't recall any such 24 discussions.</p> <p>25 BY MR. INGRISANO:</p>
<p style="text-align: right;">Page 55</p> <p>1 A. Which specifically state team practices, physical 2 education classes.</p> <p>3 Q. I'm asking you, sir, whether at any time between your 4 review of this document on June 5, 2015 and today 5 whether you have concluded or issued or stated an 6 opinion to anyone, even to yourself, that Edgewood 7 agreed to limit and restrict its use of its field to 8 only physical education classes and practices?</p> <p>9 MS. ZYLSTRA: Objection, form. You can 10 answer.</p> <p>11 THE WITNESS: I would say yes, they did 12 limit themselves.</p> <p>13 MR. INGRISANO: Okay.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. When did you come to that conclusion?</p> <p>16 A. I don't specifically recall.</p> <p>17 Q. So you're aware that the City of Madison has 18 interpreted the language that we've looked at here, 19 used for team practices, physical education classes, 20 to be a restriction on Edgewood during the life of 21 the master plan, correct?</p> <p>22 MS. ZYLSTRA: Objection, form. You can 23 answer.</p> <p>24 THE WITNESS: Yes.</p> <p>25 BY MR. INGRISANO:</p>	<p style="text-align: right;">Page 57</p> <p>1 Q. So as you understand master plans in the City of 2 Madison under the campus institutional zoning 3 ordinance, an identification of a use of a building 4 or an open space acts as a restriction on that 5 building or open space for its use; is that correct?</p> <p>6 MS. ZYLSTRA: Object to form, foundation.</p> <p>7 You can answer.</p> <p>8 THE WITNESS: I believe that it can.</p> <p>9 BY MR. INGRISANO:</p> <p>10 Q. So what other -- what about the language on page 42 11 makes that a restriction on Edgewood High School?</p> <p>12 MS. ZYLSTRA: Object to form. You can 13 answer.</p> <p>14 THE WITNESS: This would be first and 15 foremost an interpretation by the zoning 16 administrator, but open space section 1 clearly 17 identifies what the author of the master plan 18 intended that part of the master plan to be used 19 for.</p> <p>20 BY MR. INGRISANO:</p> <p>21 Q. Okay. Have you ever talked to Doug Hursh or Edgewood 22 High - or anyone at Edgewood High School about what 23 their intent was in drafting that language?</p> <p>24 MS. ZYLSTRA: Object to form. You can 25 answer.</p>

15 (Pages 54 - 57)

<p style="text-align: right;">Page 58</p> <p>1        THE WITNESS: I recall no specific 2        conversations.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. So beyond the language that's employed, you have no 5        understanding of what Doug Hursh's or Edgewood's 6        actual intent was; is that right?</p> <p>7        MS. ZYLSTRA: Object to form. You can 8        answer.</p> <p>9        THE WITNESS: I will not speak for their 10      intent, no.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. Did you ever tell anyone at Edgewood High School, 13      Edgewood College, Edgewood Campus School, Doug Hursh, 14      anyone, that a specification of a particular use in a 15      master plan would foreclose other uses for that 16      property going forward?</p> <p>17 A. Could you repeat or rephrase?</p> <p>18 Q. Sure. Did you ever identify or express to anyone at 19      Edgewood, Campus School, College, High School, Doug 20      Hursh, that a specification of a use in the master 21      plan would act to foreclose other uses for that part 22      of the property?</p> <p>23        MS. ZYLSTRA: Object to form. You can 24        answer.</p> <p>25        THE WITNESS: I don't recall and nor do I</p>	<p style="text-align: right;">Page 60</p> <p>1        From those private institutions?</p> <p>2        MR. INGRISANO: Yes.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. City of Madison.</p> <p>5 A. I believe Matt Tucker would have been involved in the 6        review of the document.</p> <p>7 Q. Let me ask you to take a look at this document, page 8        58 in the bottom left-hand corner. Do you see 9        section 4.3?</p> <p>10 A. Yes.</p> <p>11 Q. And what is section 4.3?</p> <p>12 A. It's titled affirming past agreements.</p> <p>13 Q. Now, you had mentioned before the condominium project 14      whereby the campus was kind of divided and given 15      particular interest between the three entities, 16      correct?</p> <p>17 A. Yes.</p> <p>18 Q. Now, based on your familiarity with the master plan 19      based on your familiarity with the Edgewood Campus 20      given your past projects there, are you able to 21      identify in these -- this listing of past agreements, 22      are you able to identify which elements of the campus 23      those agreements relate to?</p> <p>24        MS. ZYLSTRA: Objection, form, foundation.</p> <p>25        You can answer.</p>
<p style="text-align: right;">Page 59</p> <p>1        think that would have been my role.</p> <p>2        MR. INGRISANO: Okay.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. Given this was the very first master plan being 5        reviewed and looked into by the City under the campus 6        institution district, did that role fall to anybody 7        in terms of explaining the impact of words being used 8        in the master plan?</p> <p>9        MS. ZYLSTRA: Object to form, foundation.</p> <p>10 BY MR. INGRISANO:</p> <p>11 Q. And the potential for a preclusive effect going 12      forward?</p> <p>13        MS. ZYLSTRA: Same objections.</p> <p>14        THE WITNESS: I don't recall any such 15      discussions.</p> <p>16        MR. INGRISANO: Okay.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. Was there anyone else working with the Edgewood 19      Campus institutions, the schools, or their 20      representatives, Mr. Hursh, was there anyone else 21      working with them besides you in terms of the content 22      of the master plan to your knowledge?</p> <p>23        MS. ZYLSTRA: Object to form. You can 24        answer.</p> <p>25        THE WITNESS: From the City of Madison?</p>	<p style="text-align: right;">Page 61</p> <p>1        THE WITNESS: Generally, yes.</p> <p>2        MR. INGRISANO: Okay.</p> <p>3        THE WITNESS: I will note that these --</p> <p>4        most of these agreements predate either my 5        involvement with Edgewood or my employment with the 6        City of Madison, however.</p> <p>7        MR. INGRISANO: Sure.</p> <p>8 BY MR. INGRISANO:</p> <p>9 Q. With respect to the No. 2 listed there, "housing in 10      the neighborhood affirm 2006 Dominican Hall 11      agreement."</p> <p>12        Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Dominican Hall is part of the Edgewood College, 15      correct?</p> <p>16 A. That is my understanding.</p> <p>17 Q. No. 3, "gate closures and campus entryways. Edgewood 18      Avenue gate Dominican Hall."</p> <p>19        Again, Dominican Hall is part of the 20      Edgewood College property, correct?</p> <p>21 A. That is my understanding.</p> <p>22 Q. Okay. No. 4, the stream, do you see that, on page 23      59?</p> <p>24 A. Yes.</p> <p>25 Q. What part -- which of the schools' interests are</p>

16 (Pages 58 - 61)

<p style="text-align: right;">Page 62</p> <p>1 related to the stream, Edgewood College, Edgewood 2 Campus School or Edgewood High School? 3 MS. ZYLSTRA: Object to form. 4 BY MR. INGRISANO: 5 Q. If you know. 6 A. I believe it's Edgewood College. 7 Q. Okay. No. 6, "nonexclusive easement to City of 8 Madison for public use of Edgewood Drive, Park and 9 Pleasure Drive." 10 Do you see that? 11 A. Yes. 12 Q. Which part of the campus does that relate to? 13 MS. ZYLSTRA: Objection, form, foundation. 14 THE WITNESS: That is the southern edge of 15 the campus effectively between Lake Wingra and the 16 buildings. 17 BY MR. INGRISANO: 18 Q. And that relates to Edgewood College's portion of the 19 campus, correct? 20 MS. ZYLSTRA: Objection to form, 21 foundation. You can answer. 22 THE WITNESS: I do not specifically know. 23 MR. INGRISANO: Okay. 24 BY MR. INGRISANO: 25 Q. With respect to 4.3, affirming past agreements, do</p>	<p style="text-align: right;">Page 64</p> <p>1 Q. And by not -- something is not included in this 2 section, it's not an agreement that's being affirmed 3 from the past; is that right? 4 MS. ZYLSTRA: Objection, form. 5 THE WITNESS: I'm not familiar with all of 6 the past agreements. I can only respond to what's 7 in the master plan. 8 MR. INGRISANO: Got it. 9 BY MR. INGRISANO: 10 Q. Going back, I'm sorry, to Exhibit 47, your memo. 11 Bottom of page 7, top of page 8. Last bottom line of 12 the paragraph on -- ending on page 7, "while failure 13 of the master plan to gain approval would not prevent 14 the future development of the campus, the conditional 15 use process would be a far less reliable option in 16 staff's opinion and could result in an adversarial 17 relationship between the campus and its neighbors 18 than appears likely to occur through the 19 implementation of the proposed master plan." 20 Do you see that? 21 A. Yes. 22 Q. And based on your experiences since 2014, do you 23 think that statement bore out as true? 24 MS. ZYLSTRA: Objection to form. You can 25 answer.</p>
<p style="text-align: right;">Page 63</p> <p>1 you see any agreements listed there that relate to 2 lighting for Edgewood High School's athletic field? 3 (Witness peruses document.) 4 THE WITNESS: No. In my cursory review of 5 this document, I do not see anything relating to the 6 lighting of the field. 7 BY MR. INGRISANO: 8 Q. And from your understanding of the Edgewood master 9 plan, 4.3 identifies all of the past agreements 10 between Edgewood Campus and its neighbors that are 11 being included in the master plan; is that right? 12 MS. ZYLSTRA: Objection, form, foundation. 13 You can answer. 14 THE WITNESS: The section of the master 15 plan includes past agreements that were incorporated 16 into the master plan. 17 BY MR. INGRISANO: 18 Q. And you're not aware of any other agreements between 19 the Edgewood Campus and the neighbors that are 20 incorporated in the master plan that are not listed 21 on 4.3; is that right? 22 MS. ZYLSTRA: Objection, form. 23 THE WITNESS: This section includes what 24 it includes. 25 BY MR. INGRISANO:</p>	<p style="text-align: right;">Page 65</p> <p>1 THE WITNESS: I think that at the time 2 that the master plan was adopted, it did provide an 3 opportunity for some of the seeds of past division 4 to be put in the past and that there would be a 5 framework for the parties to move forward, the 6 neighborhood, the three institutions, I should say 7 neighborhoods and the three institutions to move 8 forward. I mean there was no absolutes. I think 9 that the, you know, entirety of that last paragraph 10 kind of reflects the past condition and hopes that 11 the master plan would be a better way forward. 12 BY MR. INGRISANO: 13 Q. Sure. But you've actually concluded, have you not, 14 that the master plan did not have the benefit of 15 streamlining the process for changes to the Edgewood 16 Campus? 17 MS. ZYLSTRA: Objection, form, foundation. 18 THE WITNESS: Would you please rephrase 19 that? 20 MR. INGRISANO: Sure. 21 BY MR. INGRISANO: 22 Q. Have you ever expressed to anybody that the master 23 plan process was not an efficient and helpful 24 mechanism to get projects approved on the Edgewood 25 Campus and that conditional use would have been just</p>

17 (Pages 62 - 65)

<p style="text-align: right;">Page 66</p> <p>1 as efficient or burdensome?</p> <p>2 MS. ZYLSTRA: Objection, form. You can</p> <p>3 answer.</p> <p>4 THE WITNESS: I don't recall any such</p> <p>5 statements.</p> <p>6 BY MR. INGRISANO:</p> <p>7 Q. So the idea of the master plan was that the</p> <p>8 architectural review committee would streamline and</p> <p>9 make more efficient approval of the projects that</p> <p>10 were identified on the master plan, correct?</p> <p>11 A. Yes.</p> <p>12 Q. Was it your experience that the architectural review</p> <p>13 committee provided that actual benefit?</p> <p>14 MS. ZYLSTRA: Object to form. You can</p> <p>15 answer.</p> <p>16 THE WITNESS: I believe that it did.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. You didn't have just as many meetings with neighbors</p> <p>19 fighting about content of the architectural review</p> <p>20 being undertaken for Edgewood College projects than</p> <p>21 you would have under a conditional use process?</p> <p>22 MS. ZYLSTRA: Object to form. You can</p> <p>23 answer.</p> <p>24 THE WITNESS: I don't know if I understand</p> <p>25 your question.</p>	<p style="text-align: right;">Page 68</p> <p>1 that was Dereechy Hall -- no, Regina Hall or Regina,</p> <p>2 that they were specifically seeking to move ahead</p> <p>3 more quickly with that dormitory addition than the</p> <p>4 process to create the master plan would have</p> <p>5 afforded. So they specifically sought a conditional</p> <p>6 use for Regina Hall separate from the master plan.</p> <p>7 Q. So you think that the master plan provided the</p> <p>8 benefits that were promised to Edgewood Campus while</p> <p>9 it was in place?</p> <p>10 MS. ZYLSTRA: Object to form. You can</p> <p>11 answer.</p> <p>12 THE WITNESS: I believe that it did.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. Do you know why Edgewood College sought to repeal the</p> <p>15 master plan?</p> <p>16 A. No, I do not.</p> <p>17 Q. Do you know why Edgewood Campus School sought to</p> <p>18 replace the master plan -- or repeal the master plan?</p> <p>19 A. No, I do not.</p> <p>20 Q. Do you have an understanding of why Edgewood High</p> <p>21 School sought to repeal the master plan?</p> <p>22 A. I believe that Edgewood High School felt that repeal</p> <p>23 of the master plan afforded them a different process</p> <p>24 for moving forward with what they wanted to do with</p> <p>25 their athletic field.</p>
<p style="text-align: right;">Page 67</p> <p>1 MR. INGRISANO: Sure. Sure.</p> <p>2 BY MR. INGRISANO:</p> <p>3 Q. You don't agree that Edgewood College would have been</p> <p>4 just as well off under a conditional use project --</p> <p>5 conditional use framework process than it was under</p> <p>6 the architectural review given the number of</p> <p>7 obstacles and objections provided by the neighbors?</p> <p>8 MS. ZYLSTRA: Objection, form. You can</p> <p>9 answer.</p> <p>10 THE WITNESS: I don't recall a project</p> <p>11 where Edgewood College was seeking approvals within</p> <p>12 the master plan. You said specifically Edgewood</p> <p>13 College.</p> <p>14 MR. INGRISANO: Sure. Yeah.</p> <p>15 BY MR. INGRISANO:</p> <p>16 Q. And you mentioned projects that Edgewood College had</p> <p>17 approved through the master plan process including</p> <p>18 the performing arts center, correct?</p> <p>19 A. My recollection is that that predated the master</p> <p>20 plan.</p> <p>21 Q. What about the addition to the Edgewood College</p> <p>22 dorms?</p> <p>23 A. That also preceded approval of the master plan. In</p> <p>24 fact, that appeared at the plan commission meeting</p> <p>25 before the master plan because they were, I believe</p>	<p style="text-align: right;">Page 69</p> <p>1 Q. Were you aware, sir, that Edgewood High School</p> <p>2 renovated its field in 2015?</p> <p>3 A. I am aware that they did that, yes.</p> <p>4 Q. Did you ever have any involvement with that project</p> <p>5 at the time?</p> <p>6 A. No, I did not. I was aware of it. I believe it was</p> <p>7 determined to be consistent with what language there</p> <p>8 was in the master plan.</p> <p>9 Q. Who made that determination?</p> <p>10 A. Matt Tucker.</p> <p>11 Q. And he communicated that to you?</p> <p>12 A. I was aware of his decision, yes.</p> <p>13 Q. How did you become aware of that decision, sir?</p> <p>14 A. He told me verbally.</p> <p>15 Q. So in 2015 he told you that he believed that the</p> <p>16 Edgewood field renovation was consistent with the</p> <p>17 terms of the master plan?</p> <p>18 A. I do not specifically recall when he told me that.</p> <p>19 Q. Do you know was it before, after or during the</p> <p>20 project?</p> <p>21 A. I do not recall.</p> <p>22 Q. Was it after the lawsuit had been filed that he told</p> <p>23 you that?</p> <p>24 A. After which lawsuit and when?</p> <p>25 Q. Either one.</p>

<p style="text-align: right;">Page 70</p> <p>1 A. It was before.      2 (Exhibit 64 previously marked.)      3 BY MR. INGRISANO:      4 Q. Mr. Parks, I'm handing you what's been previously      5 marked as Exhibit 64. Again, your name is      6 highlighted, not in the original exhibit. Do you      7 recognize that document?      8 A. Yes.      9 Q. You were -- this is an email dated October 26, 2018      10 from Matt Tucker to Brian Munson and Mike Elliott,      11 correct?      12 A. Yes.      13 Q. And you were cc'd on this email?      14 A. Yes.      15 Q. Did you -- the email references a neighborhood      16 meeting on October 17. Did you attend that meeting?      17 A. Yes, I did.      18 Q. Mr. Tucker writes "after the neighborhood meeting of      19 Wednesday, October 17, I became aware of the      20 extensive use of the athletic field at the northwest      21 corner of the site."      22 Did I read that correctly?      23 A. Yes.      24 Q. Are you -- do you know how it was that Mr. Tucker      25 became aware of that use after the neighborhood</p>	<p style="text-align: right;">Page 72</p> <p>1 recollection?      2 A. I would not characterize how people in attendance      3 reacted.      4 Q. Do you see anything that caused -- that you took to      5 be a look of surprise or shock that this field was      6 being used for games?      7 MS. ZYLSTRA: Object to form. You can      8 answer.      9 THE WITNESS: I, again, would not want to      10 characterize other people's emotions.      11 BY MR. INGRISANO:      12 Q. Sir, you used the word "disclosed" as if it hadn't      13 been known to people beforehand. Do you have any      14 reason to believe that Edgewood had been up to this      15 point hiding that it had been using the field for      16 games prior to October 17?      17 MS. ZYLSTRA: Objection, form. You can      18 answer.      19 THE WITNESS: Would you care to rephrase      20 or repeat?      21 MR. INGRISANO: Sure.      22 BY MR. INGRISANO:      23 Q. You used the word "disclosed" as if it had not been      24 known publicly or hidden. I'm asking you, sir, if      25 you have any reason to believe that Edgewood had been</p>
<p style="text-align: right;">Page 71</p> <p>1 meeting?      2 MS. ZYLSTRA: I'll object, foundation.      3 You can answer.      4 THE WITNESS: I recall from my attendance      5 at the meeting of October 17th that Edgewood      6 disclosed to those in attendance that they were      7 using it for athletic competitions, games, et      8 cetera. I don't recall or am I specifically aware      9 of what Mr. Tucker did between that meeting which he      10 attended with me or I attended with him and the      11 sending of this email specifically how he arrived at      12 it. But I do recall specifically from that meeting      13 of October 17 that Edgewood disclosed to the      14 community that they were using the field in the      15 manner that was in this email disclosed to be      16 contrary to the language in their master plan.      17 BY MR. INGRISANO:      18 Q. What do you mean by disclosed?      19 A. I don't recall their specific words, but they were      20 very forthright during the meeting that they were      21 using the field for athletic events.      22 Q. There were neighbors at this meeting, correct?      23 A. Yes.      24 Q. Were there neighbors that expressed surprise that the      25 field had been being used for athletic events to your</p>	<p style="text-align: right;">Page 73</p> <p>1 hiding the fact that it had been conducting games on      2 this field prior to that point?      3 A. I did not say that they were hiding anything.      4 Q. You chose to use the word disclose. Why did you use      5 the word disclose in your answer that they --      6 Edgewood was -- disclosed at this meeting that they      7 had been playing games on the field?      8 MS. ZYLSTRA: Object to form. You can      9 answer.      10 THE WITNESS: Well, I mean it was new      11 information to me. Whether or not it was new      12 information to anybody else in the room, I would      13 not -- I could not say.      14 BY MR. INGRISANO:      15 Q. So when you had been driving by the field all those      16 times and you believe that Edgewood was probably      17 playing games on those fields, you hadn't come to      18 that conclusion before October 17 of 2018?      19 A. I never said that I concluded that they were playing      20 games on the field.      21 Q. You said they were probably -- you assumed that they      22 were probably playing games on the field. That was      23 apparently after October 17 of 2018?      24 MS. ZYLSTRA: Object to form, you can      25 answer.</p>

19 (Pages 70 - 73)

<p style="text-align: right;">Page 74</p> <p>1           THE WITNESS: I don't recall that I 2   specifically said when I observed any games being 3   played.</p> <p>4 BY MR. INGRISANO:</p> <p>5 Q. Between the meeting on October 17 and Mr. Tucker's 6 email on October 26th, did you have any discussions 7 with Mr. Tucker about his review and interpretation 8 of the master plan as it relates to the athletic 9 field usage?</p> <p>10 A. I don't specifically recall.</p> <p>11 Q. Did you have any emails with Mr. Tucker regarding 12 this interpretation or his questions about the master 13 plan and field usage?</p> <p>14 A. I don't recall any emails.</p> <p>15 Q. Are you in the same building as Mr. Tucker?</p> <p>16 A. Yes.</p> <p>17 Q. Same floor?</p> <p>18 A. Yes.</p> <p>19 Q. How far away is your office from Mr. Tucker?</p> <p>20 A. 100 feet.</p> <p>21 Q. Do you guys typically speak face-to-face when 22 questions arise in the office?</p> <p>23 A. Whenever possible.</p> <p>24 Q. You received this email, you're cc'd on it, October 25 26th. Do you recall having any conversations with</p>	<p style="text-align: right;">Page 76</p> <p>1           MS. ZYLSTRA: Objection, form. You can 2   answer.</p> <p>3           THE WITNESS: I don't specifically recall.</p> <p>4 BY MR. INGRISANO:</p> <p>5 Q. In October of 2018 were you aware of any neighbors 6 complaining about Edgewood hosting athletic 7 competitions on its field?</p> <p>8 A. No, I'm not specifically aware.</p> <p>9 Q. Did you -- after this email dated October 26th, did 10 you become aware of any complaints by neighbors 11 regarding the usage of the field for games?</p> <p>12 A. Formal complaints? No.</p> <p>13 Q. How about informal complaints?</p> <p>14 A. Would you care to characterize what an informal 15 complaint would be?</p> <p>16 Q. Well, you've answered formal complaints no. So you 17 qualified your answer with the word formal. So 18 what's the opposite of a formal complaint, Mr. Parks?</p> <p>19 A. We'll go with informal.</p> <p>20 Q. How about any informal complaints?</p> <p>21 A. I do recall talking to a couple of citizens who were 22 asking questions about the amendment that was 23 forthcoming about the athletic field, the 24 construction of a more permanent stadium, and they 25 were asking questions about the use of the field.</p>
<p style="text-align: right;">Page 75</p> <p>1           Mr. Tucker, Ms. Stouder or anyone else in the 2 distribution list about what Mr. Tucker had written?</p> <p>3 A. I don't specifically recall any conversations.</p> <p>4 Q. And do you recall sending any emails pertaining to 5 this email?</p> <p>6 A. I do not.</p> <p>7 Q. Do you recall forming any conclusions as to whether 8 you agreed or disagreed with some or all of this 9 email?</p> <p>10 A. I have no reason to disagree with what he said on 11 October 26th.</p> <p>12 Q. I'm asking you, sir, at the time that you received 13 the email whether you formulated any agreement or 14 disagreement with the contents of this email.</p> <p>15 A. I don't specifically recall.</p> <p>16 Q. At any point since you received this email, did you 17 come to formulate an opinion agreeing or disagreeing 18 with Mr. Tucker's interpretation?</p> <p>19           MS. ZYLSTRA: Objection, form. You can 20 answer.</p> <p>21           THE WITNESS: I agree with his 22 interpretation.</p> <p>23 BY MR. INGRISANO:</p> <p>24 Q. When did you start agreeing with Mr. Tucker's 25 interpretation?</p>	<p style="text-align: right;">Page 77</p> <p>1 Q. Were they complaining about the use of the field, 2 that it shouldn't be used for games?</p> <p>3 A. Their complaints were general. I don't recall 4 specifically what they were concerned about.</p> <p>5 Q. This was after -- your best recollection is this was 6 after the date of Mr. Tucker's email on October 26, 7 correct?</p> <p>8 A. Yes, I believe that it was.</p> <p>9 Q. To the best of your knowledge you did not collaborate 10 or participate in Mr. Tucker's interpretation set 11 forth in Exhibit 64; is that right?</p> <p>12 A. Could you repeat that?</p> <p>13 Q. Sure. To the best of your -- what I'm hearing you 14 say though is you did not participate with Mr. Tucker 15 in forming that interpretation or collaborating with 16 him with respect to the interpretation set forth in 17 Exhibit 64?</p> <p>18 A. I did not write the email. I don't specifically 19 recall when he and I discussed the matter, but I 20 believe that we probably discussed it internally in 21 our office.</p> <p>22 Q. Okay. Sometime between October 17 and October 26?</p> <p>23 A. To the best of my recollection, yes.</p> <p>24 Q. And what do you recall from that conversation?</p> <p>25 A. I can't say. I don't recall specifically what we</p>

Page 78	Page 80
<p>1 discussed.</p> <p>2 Q. Do you recall looking at the master plan together?</p> <p>3 A. I don't know if we did or not. Presumably we did.</p> <p>4 Q. And so do you recall agreeing with Mr. Tucker that</p> <p>5 the field was limited to team practices and physical</p> <p>6 education classes?</p> <p>7 A. I believe I have said previously that I agree with</p> <p>8 his interpretation.</p> <p>9 Q. I'm asking you at the time in between October 26 and</p> <p>10 October 17 whether you believe that you agreed with</p> <p>11 him at that time?</p> <p>12 A. I believe that I agreed with him.</p> <p>13 Q. In the spring of 2019 notices of violation were</p> <p>14 issued on Edgewood High School for using its field</p> <p>15 for athletic competitions. Are you familiar with</p> <p>16 that?</p> <p>17 A. I'm aware they were issued.</p> <p>18 Q. Did you have any involvement in the review and</p> <p>19 issuance of those notices of violation?</p> <p>20 A. No, I don't recall having any involvement.</p> <p>21 Q. Do you recall being consulted in any way of the</p> <p>22 issuance of those violations?</p> <p>23 A. I don't recall.</p> <p>24 Q. Do you recall formulating or expressing any agreement</p> <p>25 with the issuance of those notices?</p>	<p>1 Q. Did you have any conversations with Edgewood about</p> <p>2 why they were doing that?</p> <p>3 A. I don't specifically recall.</p> <p>4 Q. Do you recall generally having any conversations with</p> <p>5 Edgewood about tabling that amendment?</p> <p>6 A. I recall that prior to the plan commission meeting</p> <p>7 they notified us that they did not wish to go to that</p> <p>8 plan commission meeting and that they were delaying.</p> <p>9 I don't recall specifically, but I believe it may</p> <p>10 have had to do with trying to come to some sort of</p> <p>11 accord with the adjacent neighborhoods.</p> <p>12 Q. Did you become aware that Edgewood had decided</p> <p>13 instead to pursue just the lights independently</p> <p>14 without making larger changes to what you called a</p> <p>15 more permanent structure?</p> <p>16 A. I was aware that they submitted a permit request for</p> <p>17 lighting.</p> <p>18 Q. Prior to their submission of that permit request, did</p> <p>19 you have any discussions with anyone else in the City</p> <p>20 or anyone at Edgewood or on behalf of Edgewood about</p> <p>21 their ability to just add lights, outdoor lighting?</p> <p>22 A. I don't specifically recall any such conversations.</p> <p>23 Q. Okay. Did you have any discussions with Mr. Tucker</p> <p>24 or Mr. Strange in January of 2019 or February of 2019</p> <p>25 about whether lights would be available to Edgewood</p>
Page 79	Page 81
<p>1 A. I don't recall.</p> <p>2 Q. In late 2018 Edgewood filed for an amendment of its</p> <p>3 master plan, correct?</p> <p>4 A. I believe that's when it was filed, yes.</p> <p>5 Q. And you were involved in the review of that document</p> <p>6 I believe you said earlier?</p> <p>7 A. Yes, I was.</p> <p>8 Q. That was seeking to add grandstands, right, larger</p> <p>9 bleachers?</p> <p>10 A. My recollection of the project that was submitted</p> <p>11 included lighting, public address and a more</p> <p>12 permanent facility with permanent seating, concession</p> <p>13 stand, restrooms, maybe a changing room for a team or</p> <p>14 teams underneath that bleacher or grandstand.</p> <p>15 Q. Sure. Storage? Storage area as well?</p> <p>16 A. Perhaps. Perhaps.</p> <p>17 Q. Bathrooms?</p> <p>18 A. I believe it included bathrooms.</p> <p>19 Q. Edgewood High School tabled that proposed amendment</p> <p>20 in January of 2019, correct?</p> <p>21 MS. ZYLSTRA: Objection, form, foundation.</p> <p>22 You can answer.</p> <p>23 THE WITNESS: I recall that it was tabled</p> <p>24 by Edgewood, yes.</p> <p>25 BY MR. INGRISANO:</p>	<p>1 under the outdoor lighting ordinance?</p> <p>2 MS. ZYLSTRA: Counsel, do we have the same</p> <p>3 stipulation?</p> <p>4 MR. INGRISANO: Yes.</p> <p>5 MS. ZYLSTRA: With that stipulation you</p> <p>6 can answer that question.</p> <p>7 THE WITNESS: The question was did I have</p> <p>8 any conversations with Messrs. Tucker or Strange</p> <p>9 about the lighting?</p> <p>10 BY MR. INGRISANO:</p> <p>11 Q. About the ability of Edgewood to get outdoor lighting</p> <p>12 under the outdoor lighting statute.</p> <p>13 MS. ZYLSTRA: In that timeframe.</p> <p>14 THE WITNESS: I don't specifically recall</p> <p>15 such discussions.</p> <p>16 MR. INGRISANO: Okay.</p> <p>17 BY MR. INGRISANO:</p> <p>18 Q. Any emails to that effect?</p> <p>19 A. Not that I specifically recall.</p> <p>20 Q. Any general recollection of emails during that time</p> <p>21 on that subject?</p> <p>22 MS. ZYLSTRA: Same stipulation?</p> <p>23 MR. INGRISANO: Yes.</p> <p>24 MS. ZYLSTRA: Thank you.</p> <p>25 THE WITNESS: Again, I don't specifically</p>

1 recall emails. 2 (Exhibit 6 previously marked.) 3 BY MR. INGRISANO: 4 Q. I'll show you what's been marked as Exhibit 6, Mr. 5 Parks. Have you ever seen this document before? 6 It's a letter dated February 27, 2019 from Matt 7 Tucker to Mike Elliott? 8 A. Yes, I have seen this. 9 Q. Did you see this to the best of your recollection at 10 or around the time that it was dated February 27, 11 2019? 12 A. I don't specifically recall. 13 Q. Do you have any recollection of being consulted on 14 this letter in draft form or prior or to its content 15 prior to its actually being sent? 16 A. I was aware of the permit request. I was not 17 involved in the formulation -- involved in the 18 processing of the request or this response that I 19 recall. 20 Q. This would be, I think as you testified before, this 21 would be an issue for zoning, correct? 22 A. Yes. 23 Q. So you attempted to defer the interpretation of 24 zoning in these instances? 25 MS. ZYLSTRA: Object to form. You can	Page 82	1 MS. ZYLSTRA: Objection, form, foundation. 2 THE WITNESS: No, I would have no reason 3 to disagree. 4 BY MR. INGRISANO: 5 Q. Did you have any discussions with Mr. Tucker or any 6 communications with Mr. Tucker, emails, for example, 7 about a change in his interpretation and statements 8 found on Exhibit 6 after this letter was sent? 9 MS. ZYLSTRA: Object to form. You can 10 answer. 11 THE WITNESS: Can you clarify? 12 MR. INGRISANO: Sure. 13 BY MR. INGRISANO: 14 Q. Did you talk to Mr. Tucker or have any emails with 15 Mr. Tucker after February 27 where he took a 16 different interpretation than what was expressed on 17 Exhibit 6? 18 A. Not that I recall. 19 Q. So if Mr. Tucker changed his mind about what he had 20 written in paragraph 6, you don't know why he changed 21 his mind; is that fair? 22 MS. ZYLSTRA: Object to form. You can 23 answer. 24 THE WITNESS: I don't recall where Mr. 25 Tucker changed his mind.	Page 84
1 answer. 2 THE WITNESS: Yes. 3 BY MR. INGRISANO: 4 Q. So when Mr. Tucker writes "the City believes this 5 permit can be issued without requiring an amendment 6 of the approved 2014 master plan," you have no reason 7 to disagree with that conclusion; is that right? 8 MS. ZYLSTRA: Object to form, foundation. 9 You can answer. 10 THE WITNESS: Would you repeat your 11 question, please? 12 MR. INGRISANO: Can you read that back, 13 please? 14 (Record read.) 15 MS. ZYLSTRA: Same objections, form and 16 foundation. You can answer. 17 THE WITNESS: I have no reason to 18 disagree. 19 BY MR. INGRISANO: 20 Q. When Mr. Tucker writes "those plans," in the first 21 paragraph, "those plans will be reviewed for 22 compliance with MGO section 10.085 and if the plans 23 comply, electrical permits will be issued when 24 requested," you have no reason to disagree with that 25 statement, correct?	Page 83	1 BY MR. INGRISANO: 2 Q. One of your responsibilities is -- as planner is to 3 process and advise the plan commission or the Common 4 Council on conditional use permit requests, correct? 5 MS. ZYLSTRA: Object to form. You can 6 answer. 7 THE WITNESS: I would advise the plan 8 commission on conditional use requests. And on the 9 occasions where a conditional use decision is 10 appealed to the Common Council, I may be asked to 11 advise the Common Council. 12 MR. INGRISANO: Got it. 13 BY MR. INGRISANO: 14 Q. How many conditional use permit requests have you 15 advised the plan commission on relating to outdoor 16 lighting for athletic fields? 17 MS. ZYLSTRA: Object to form, foundation. 18 You can answer. 19 THE WITNESS: I recall one and that would 20 be Edgewood High School. 21 BY MR. INGRISANO: 22 Q. Are you aware of any other conditional use permit 23 applications that have been brought to the plan 24 commission respecting outdoor lighting for athletic 25 fields?	Page 85

<p style="text-align: right;">Page 86</p> <p>1 A. I don't recall any such applications, but I would not 2 preclude that there have not been other ones.</p> <p>3 Q. Sure. After the campus institutional zoning went 4 into effect but before Edgewood had its master plan 5 approved, your reading of the statute, was there any 6 limitation on Edgewood's ability to play games on its 7 field?</p> <p>8 MS. ZYLSTRA: Objection, form, foundation. 9 You can answer.</p> <p>10 THE WITNESS: Prior to the master plan.</p> <p>11 BY MR. INGRISANO:</p> <p>12 Q. But after the promulgation of the campus 13 institutional zoning ordinance, was there any 14 limitation on Edgewood High School's ability to use 15 its field for games?</p> <p>16 MS. ZYLSTRA: Same objections. You can 17 answer.</p> <p>18 THE WITNESS: Not that I'm aware of.</p> <p>19 BY MR. INGRISANO:</p> <p>20 Q. After expiration of the Edgewood master plan, would 21 there have been any limitations on Edgewood's ability 22 to use its athletic field?</p> <p>23 MS. ZYLSTRA: Objection, form, foundation. 24 You can answer.</p> <p>25 THE WITNESS: Edgewood's master plan did</p>	<p style="text-align: right;">Page 88</p> <p>1 A. Of how the plan commission would react to their 2 amendment request?</p> <p>3 Q. Yes.</p> <p>4 A. Not that I recall.</p> <p>5 Q. So you had been working for 14 years at that point as 6 a planner working with the plan commission, but you 7 didn't have an assessment or an opinion or an 8 estimate as to how it would go down; is that right?</p> <p>9 MS. ZYLSTRA: Objection, form, 10 argumentative, foundation. You can answer.</p> <p>11 THE WITNESS: No. I don't recall.</p> <p>12 BY MR. INGRISANO:</p> <p>13 Q. To your knowledge has the zoning enforcement for the 14 City of Madison ever issued citations or official 15 notices to the University of Wisconsin for not using 16 property as specified in its master plan?</p> <p>17 A. I'm not aware of any such activities.</p> <p>18 Q. Okay. Are you aware of any uses by the University of 19 Wisconsin for its property, facilities or spaces that 20 differs from how those uses would be described in its 21 master plan?</p> <p>22 MS. ZYLSTRA: Objection, form.</p> <p>23 THE WITNESS: Would you repeat, please?</p> <p>24 MR. INGRISANO: Sure.</p> <p>25 BY MR. INGRISANO:</p>
<p style="text-align: right;">Page 87</p> <p>1 not expire.</p> <p>2 BY MR. INGRISANO:</p> <p>3 Q. Sure. After a master plan would expire, you would 4 revert back to campus institutional zoning without a 5 master plan, correct?</p> <p>6 MS. ZYLSTRA: Objection, form, foundation. 7 You can answer.</p> <p>8 THE WITNESS: To the extent that neither 9 of the adopted master plans have reached their 10 expiration date, presumably they would revert to the 11 base zoning district CI.</p> <p>12 MR. INGRISANO: All right.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. In reviewing the Edgewood plan to amend its master 15 plan, the proposal to amend its master plan in late 16 2018, did you formulate any opinions about the 17 likelihood the plan commission would approve that 18 amendment?</p> <p>19 MS. ZYLSTRA: Objection, form, foundation. 20 You can answer.</p> <p>21 THE WITNESS: I don't believe I knew how 22 that discussion would go.</p> <p>23 BY MR. INGRISANO:</p> <p>24 Q. So the answer is no, you didn't formulate any kind of 25 opinion or assessment?</p>	<p style="text-align: right;">Page 89</p> <p>1 Q. Are you aware of any differences in how UW is 2 actually using its properties, parcels, buildings, 3 open spaces, as described in its master plan versus 4 how they're actually being used in -- today in 5 reality?</p> <p>6 A. I am not aware of any such differences.</p> <p>7 Q. What was your involvement in the repeal process for 8 Edgewood's master plan?</p> <p>9 A. I wrote a memo to the plan commission advising them 10 how they could respond to the request.</p> <p>11 Q. You did multiple memos on that subject, did you not?</p> <p>12 MS. ZYLSTRA: Object to form. You can 13 answer.</p> <p>14 THE WITNESS: There was a memo of -- for 15 the first plan commission meeting, and there was a 16 follow-up memo for a subsequent hearing by the plan 17 commission, yes.</p> <p>18 BY MR. INGRISANO:</p> <p>19 Q. And ultimately you concluded that the repeal should 20 be approved, correct?</p> <p>21 MS. ZYLSTRA: Object to form.</p> <p>22 THE WITNESS: That is what the memos say, 23 yes.</p> <p>24 BY MR. INGRISANO:</p> <p>25 Q. Did you have any involvement in the effort to amend</p>

23 (Pages 86 - 89)

<p style="text-align: right;">Page 90</p> <p>1     the campus institutional district zoning code in 2     2019?</p> <p>3 A. Can you specify, is this the -- which amendment are 4     you referring to?</p> <p>5 Q. I call it Mr. Ever's amendment. Tag Evers made an 6     effort to amend the campus institutional zoning 7     district in 2019. Were you involved with that?</p> <p>8                 MS. ZYLSTRA: Object to form, but you can 9     answer.</p> <p>10                THE WITNESS: I reviewed drafts of the 11    different versions. I recall that the version that 12    ultimately was adopted was different than the one 13    that was initially introduced.</p> <p>14 BY MR. INGRISANO:</p> <p>15 Q. Do you recall having any input in the changes to 16    those drafts?</p> <p>17 A. Yes.</p> <p>18 Q. What input did you communicate?</p> <p>19 A. I don't specifically recall, but it wouldn't be 20    uncommon in my role as a planner to advise on the 21    former content of changes to the zoning code.</p> <p>22 Q. But you would have been -- explain to me how the -- 23    how that works in terms of how you communicate 24    changes. Is there a shared system or platform where 25    you're uploading changes or are you communicating</p>	<p style="text-align: right;">Page 92</p> <p>1     regarding Edgewood's conditional permit use 2     application for lighting for its field?</p> <p>3 A. Yes.</p> <p>4 Q. In summary recommendation on the first page, can you 5     read that, please, out loud?</p> <p>6 A. And I quote, "the planning division believes that the 7     plan commission can find the standards for 8     conditional use approval met to approve the 9     installation of lights for the Goodman Athletic 10    Complex at Edgewood High School at 2219 Monroe Street 11    subject to the recommended conditions of approval 12    beginning on page 8 of this report and input at the 13    public hearing."</p> <p>14 Q. Okay. Why did the planning division believe that the 15    planning commission can find the standards to have 16    been met?</p> <p>17 A. Based on the information that we had and in our 18    advisory role to the plan commission, we felt that 19    there was a path forward whereby the plan commission 20    could approve the conditional use subject to 21    conditions.</p> <p>22 Q. Got it. And the information you had was everything 23    that would have appeared on Legistar prior to the 24    date of your report, correct?</p> <p>25                MS. ZYLSTRA: Objection, form. You can</p>
<p style="text-align: right;">Page 91</p> <p>1     those by email? How are your proposed changes to 2     draft legislation like that, how are those conveyed 3     and communicated?</p> <p>4                 MS. ZYLSTRA: Object to form. You can 5     answer.</p> <p>6                THE WITNESS: I think it varies on a 7     case-by-case basis. They can occur in meetings, it 8     might occur via a document. Sometimes I might be 9     proposing changes, sometimes I might be reacting to 10    changes that somebody else is proposing. So it will 11    vary on a case-by-case or an amendment-by-amendment 12    basis.</p> <p>13 BY MR. INGRISANO:</p> <p>14 Q. And in this particular instance with this change, you 15    don't -- do you have any recollection as to how you 16    were communicating your thoughts on the amendments?</p> <p>17 A. I don't specifically recall.</p> <p>18                MR. INGRISANO: Take five minutes?</p> <p>19                MS. ZYLSTRA: Sure.</p> <p>20                (Recess taken.)</p> <p>21                (Exhibit 33 previously marked.)</p> <p>22 BY MR. INGRISANO:</p> <p>23 Q. I'm handing you what's been marked now as Exhibit 33. 24    Do you recognize that, sir, as the May 11, 2020 25    planning division staff report that you drafted</p>	<p style="text-align: right;">Page 93</p> <p>1     answer. Foundation.</p> <p>2                THE WITNESS: Yes.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. Anything else that you would have had at your 5     disposal in terms of information that would not have 6     been contained on that site?</p> <p>7 A. No, not that I recall.</p> <p>8 Q. So to that point, the information that you had at 9     your disposal, it formed your recommendation that the 10    plan commission can find the standards met, that 11    would have included public comment received up to 12    that point, correct?</p> <p>13                MS. ZYLSTRA: Objection, form. You can 14     answer.</p> <p>15                THE WITNESS: Yes, we were aware of 16     voluminous public comment for and against the 17     lighting.</p> <p>18 BY MR. INGRISANO:</p> <p>19 Q. Got it. So based on everything that you were seeing 20    in the record, you believed that the standards still 21    could have been met, could have been found to have 22    been met by the plan commission subject to those 23    conditions that you were recommending and input at 24    the public hearing, correct?</p> <p>25 A. Yes.</p>

24 (Pages 90 - 93)

<p style="text-align: right;">Page 94</p> <p>1 Q. So evidence existed in the record that you believed 2 would allow for approval?</p> <p>3 MS. ZYLSTRA: Objection, form. You can 4 answer.</p> <p>5 THE WITNESS: Generally, yes.</p> <p>6 BY MR. INGRISANO:</p> <p>7 Q. Okay. So if you did not believe that there was 8 sufficient evidence in the record, I'm just trying to 9 kind of figure out what the opposite of your 10 conclusion here is, would be.</p> <p>11 So if you had made the determination that 12 there was insufficient evidence in the record, would 13 our recommendation have read the planning division 14 believes the plan commission cannot find the 15 standards for conditional use met?</p> <p>16 MS. ZYLSTRA: Objection, form, foundation. 17 You can answer.</p> <p>18 THE WITNESS: I don't recall any such 19 discussions about a different recommendation than 20 the one that's in the report.</p> <p>21 BY MR. INGRISANO:</p> <p>22 Q. Sure. And I'm not asking you about what the actual 23 different recommendations are. I'm just trying to 24 figure out what the options are available to you 25 generally speaking as a planner and making these</p>	<p style="text-align: right;">Page 96</p> <p>1 should be approved is whether the standards are met 2 or whether the standards can be met with conditions. 3 And so I would characterize this report as 4 being one where we were ensuring that we would 5 provide a road map for the plan commission should 6 they find that the standards were met, under what 7 conditions that approval should be couched.</p> <p>8 BY MR. INGRISANO:</p> <p>9 Q. Got it. So if I'm understanding you correctly, it's 10 kind of your -- the two choices include a 11 recommendation that standards are met or that they 12 can be met with these additional conditions; is that 13 fair?</p> <p>14 MS. ZYLSTRA: Objection, form. You can 15 answer.</p> <p>16 THE WITNESS: I believe so.</p> <p>17 MR. INGRISANO: Okay.</p> <p>18 BY MR. INGRISANO:</p> <p>19 Q. One of the caveats to your recommendation is input at 20 the public hearing, do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. You attended the public hearing for the plan 23 commission for this conditional use permit?</p> <p>24 A. Yes, I did.</p> <p>25 Q. At that public hearing did you hear or learn any new</p>
<p style="text-align: right;">Page 95</p> <p>1 kinds of recommendations in these reports. 2 You've said that what -- fair to say that 3 what you've said in your declaration in this case is 4 that you weren't saying the conditions were actually 5 met but rather that the plan commission can find the 6 standards to have been met, correct?</p> <p>7 A. That's correct.</p> <p>8 Q. Okay. So I guess I'm trying to say is what's the 9 opposite of that, right? If you've come to the 10 conclusion that you don't think the standards can be 11 met, how does your recommendation to the plan 12 commission look different? I mean what do you say to 13 the planning commission when you review the evidence 14 and say there is not enough here that would in our 15 opinion permit approval?</p> <p>16 MS. ZYLSTRA: Objection, form. You can 17 answer.</p> <p>18 THE WITNESS: It will vary on a 19 project-by-project basis. I have recommended to the 20 plan commission that they not approve something. I 21 have recommended that they should approve something. 22 In a project like this and in many projects that 23 I've reviewed where it can be as much about the 24 conditions as anything else. And one of the factors 25 in determining whether or not a conditional use</p>	<p style="text-align: right;">Page 97</p> <p>1 evidence you hadn't already seen in the record to 2 that point on Legistar that would have caused you to 3 change your belief as to whether the standards can be 4 met with conditions?</p> <p>5 MS. ZYLSTRA: Objection, form, foundation. 6 You can answer.</p> <p>7 THE WITNESS: Could you repeat?</p> <p>8 MR. INGRISANO: Sure.</p> <p>9 BY MR. INGRISANO:</p> <p>10 Q. I'm just asking whether you heard anything at the 11 public hearing, after, after -- the public hearing 12 occurred after you made this report, correct?</p> <p>13 A. Yes.</p> <p>14 Q. The question is did you hear anything at the public 15 hearing that you think would have caused you to 16 change your recommendation in Exhibit 33?</p> <p>17 MS. ZYLSTRA: Objection, form, foundation. 18 You can answer.</p> <p>19 THE WITNESS: I would say that I heard 20 testimony, verbal testimony, at the May 11th meeting 21 that was compelling. I don't know if it would have 22 caused me to change my recommendation because my 23 recommendation was designed to provide the plan 24 commission a road map for approval if, among the 25 many factors including the input at the public</p>

Page 98	Page 100
1 hearing, they felt that they could approve the 2 conditional use.  3 So no, I don't believe that my 4 recommendation would have changed but that there was 5 certainly input at the hearing that would I feel 6 color how the plan commission viewed the request.	1 vague as to time.  2 THE WITNESS: We stipulated to the plan 3 commission that yes, they could because that was one 4 of the offshoots of repealing the master plan was 5 that they would not be restricted like they had been 6 in the master plan.
7 BY MR. INGRISANO:  8 Q. Okay. You didn't issue any sort of addendum to your 9 report --  10 MS. ZYLSTRA: Objection --	7 BY MR. INGRISANO:  8 Q. On page 4 of your report and analysis, second 9 paragraph, third line, you wrote "the unlighted 10 (daytime) use of the athletic field for athletic 11 competitions, school events and practices is allowed 12 by right as a secondary use complimentary to the 13 Edgewood High School primary use."  14 Do you see that?
11 BY MR. INGRISANO:  12 Q. -- after the input at the hearing?  13 MS. ZYLSTRA: Apologize, Counsel.  14 Objection, form. You can answer.  15 THE WITNESS: No.	15 A. Yes.  16 Q. You continue "staff does not believe that the 17 unlighted use of the stadium may otherwise be 18 regulated by the planning commission through its 19 consideration of the request to install lights."  20 Do you see that?
16 BY MR. INGRISANO:  17 Q. Did you at the hearing give a verbal revision to the 18 planning commission based on any of the input that 19 you heard at the hearing?  20 A. No, I don't recall giving any such guidance.  21 Q. So did the planning commission have any knowledge 22 when making its decision that you found any of the 23 public testimony hearing to be compelling?  24 A. No.  25 Q. Is it fair to say that you found the testimony at the	21 A. Yes.  22 Q. Were you aware of any discussions or murmurings 23 amongst the planning commission that they would seek 24 to regulate the unlighted use of the stadium, of the 25 field, through this request to install lights?
Page 99	Page 101
1 public hearing to be compelling against Edgewood's 2 request?  3 A. I feel that folks who testified, people who testified 4 during the meeting made persuasive arguments against 5 Edgewood's lighting request.  6 Q. Were there any arguments that you heard in the public 7 hearing that were different from the arguments you 8 had seen in the comments prior to the hearing?  9 MS. ZYLSTRA: Objection, form, foundation.  10 You can answer.  11 THE WITNESS: In my personal opinion I 12 feel that both folks who did not provide written 13 comments as well as folks who did provided 14 persuasive verbal testimony at the plan commission 15 meeting. And in the case where there may have been 16 written comments, folks who provided those written 17 comments may have added more dimension to their 18 comments during their testimony than may have come 19 across to the reader looking at them individually.  20 BY MR. INGRISANO:  21 Q. Edgewood had the ability to use its field as it 22 wanted to for athletic competition, school events, 23 practices during the daytime as a matter of right, 24 correct?  25 MS. ZYLSTRA: Objection, form, foundation,	1 A. No. But we wanted to preclude that line of thinking, 2 you know, or preempt it.  3 Q. You also write in the following paragraph, "while the 4 planning commission has asked whether lights should 5 be allowed for the Goodman complex, staff does not 6 advise the plan commission apply conditions that may 7 be contrary to section 10.085."  8 Do you see that?  9 A. Yes.  10 Q. What you're saying there, correct me if I'm wrong, is 11 that the plan commission can't require different 12 technical specifications than what would otherwise be 13 permitted under the outdoor lighting statute; is that 14 right?  15 MS. ZYLSTRA: Objection, form, foundation. 16 You can answer.  17 THE WITNESS: We did not want the plan 18 commission to go into an area that they weren't 19 customarily involved in, and that includes the 20 enforcement of section 10.085 MGO.  21 BY MR. INGRISANO:  22 Q. Page 7 under conclusion, you wrote "while many of the 23 comments received to date suggest --  24 MS. ZYLSTRA: I'm sorry, Counsel, can 25 you -- where in the conclusion? Can you direct me?

<p style="text-align: right;">Page 102</p> <p>1 MR. INGRISANO: Middle of the first 2 paragraph of conclusion. 3 MS. ZYLSTRA: Thank you, I apologize. 4 BY MR. INGRISANO: 5 Q. "While many of the comments received to date suggest 6 an existing impact on uses, values and enjoyment, the 7 normal and orderly development of surrounding 8 properties or a negative impact on the public's 9 general welfare from the daytime (unlighted) use of 10 the athletic complex primarily due to noise 11 generated, staff believes the planning commission may 12 find the conditional use standards met to allow the 13 installation and use of lighting for the stadium 14 under specific and limited conditions intended to 15 minimize any further impact on the area surrounding 16 the complex bearing in mind the daytime use of the 17 complex lights -- complex without lights is allowed 18 by right." 19 Did I read that correctly? 20 A. I believe so. 21 Q. So in making your recommendation, you believe that 22 the conditions that you outlined previously on pages 23 6 and 7 of the -- of your memo, it was your opinion 24 that those minimized the further impact of having 25 games go from daytime into the nighttime hours; is</p>	<p style="text-align: right;">Page 104</p> <p>1 THE WITNESS: The use of the field without 2 lights was allowed by the CI zoning. 3 BY MR. INGRISANO: 4 Q. Right. So the issue that you were looking at with 5 this report was now you're talking about a permitted 6 use under CI zoning that is now looking to be 7 extended further through lighting into the evening 8 hours, correct? 9 A. The modification of the field to add lights would 10 allow the use of the field to go beyond what the 11 field could otherwise be used for. 12 Q. Right. And you're looking to minimize, with your 13 conditions you were looking to minimize the further 14 impact created by that pre-existing impact, correct? 15 MS. ZYLSTRA: Objection, form. You can 16 answer. 17 THE WITNESS: We were recommending 18 conditions that would allow the field to be used 19 under the lights in a way that would balance 20 Edgewood's desire, particularly the high school's 21 desire, to use its field longer than it could 22 without lights with concerns that we were hearing 23 from neighbors about the use of the field. 24 BY MR. INGRISANO: 25 Q. And in your opinion you believe the conditions you</p>
<p style="text-align: right;">Page 103</p> <p>1 that fair? 2 MS. ZYLSTRA: Objection, form. You can 3 answer. 4 THE WITNESS: I believe that the 5 conditions for use of lighting would -- any use 6 under the lights, that the conditions would limit 7 those impacts. 8 BY MR. INGRISANO: 9 Q. Because you recognize that there were going to be 10 impacts created by having day games on the neighbors. 11 That's what they were complaining about and to a 12 large extent, correct? 13 MS. ZYLSTRA: Objection, form. You can 14 answer. 15 THE WITNESS: Neighbors were complaining 16 about a variety of different things including the 17 use of the field for practices and games. 18 BY MR. INGRISANO: 19 Q. Sure. 20 A. Yes. 21 Q. But as you said before, there is nothing the City can 22 really do about that because it's a permitted use 23 during the day? 24 MS. ZYLSTRA: Objection, form. You can 25 answer.</p>	<p style="text-align: right;">Page 105</p> <p>1 outlined in your report were sufficient to reduce the 2 impact to permit the lights in a way that the 3 standards would be met, correct? 4 MS. ZYLSTRA: Objection, form. You can 5 answer. 6 THE WITNESS: We were recommending 7 conditions of approval that would provide a road map 8 for the plan commission to govern the use of the 9 field under the lights if they could find the 10 standards for conditional use approvals met. 11 BY MR. INGRISANO: 12 Q. But you thought that they may, there was sufficient 13 evidence, you say they, the plan commission, may find 14 the conditional use standards met. 15 A. Yes. 16 Q. Subject to the limited conditions intended to 17 minimize any further impact on the area. 18 So you said, you were saying in this report 19 that based on the evidence that you were seeing, 20 based on your professional opinion that you could -- 21 that there was sufficient evidence in the record for 22 the planning commission to say that the standards for 23 approval have been met subject to those conditions, 24 correct? 25 MS. ZYLSTRA: Object to form, foundation.</p>

27 (Pages 102 - 105)

<p style="text-align: right;">Page 106</p> <p>1 You can answer.</p> <p>2 THE WITNESS: The report does say that.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. And if you had concluded instead is that even with 5 all those conditions there would still be a 6 substantial impact that you would have said well, no, 7 maybe you can't find the standards to have been met, 8 correct?</p> <p>9 MS. ZYLSTRA: Objection, form. You can 10 answer.</p> <p>11 THE WITNESS: We did not discuss 12 recommending that the condition not -- that the plan 13 commission not approve the conditional use that 14 would have -- if we had, then the report would have 15 been written in that vein.</p> <p>16 BY MR. INGRISANO:</p> <p>17 Q. Sure. But the evidence coupled with your conditions 18 that you were proposing, you were comfortable telling 19 the planning commission yes, you can meet the 20 standards for conditional use when you look at the 21 evidence and when you look at the conditions we're 22 saying to impose, yes, you can find substantial 23 evidence in the record to support approval of the 24 conditional use permit, right?</p> <p>25 MS. ZYLSTRA: Objection, form.</p>	<p style="text-align: right;">Page 108</p> <p>1 continuing jurisdiction on any conditional use that 2 it approves.</p> <p>3 BY MR. INGRISANO:</p> <p>4 Q. Right. So on page 8 you remind the plan commission 5 specifically that if they do adopt your 6 recommendation, your conditions, and they approve the 7 use permit, if there are further complaints in the 8 future or if those conditions should turn out to be 9 insufficient, they can revisit the conditions that 10 were imposed, correct?</p> <p>11 MS. ZYLSTRA: Objection, form. You can 12 answer.</p> <p>13 THE WITNESS: Yes, that is what the zoning 14 code would allow the plan commission to do.</p> <p>15 BY MR. INGRISANO:</p> <p>16 Q. In your experience, sir, working as a planner, do you 17 have an estimate or a sense of the number of times 18 that the planning commission follows your 19 recommendation versus not follows your 20 recommendation?</p> <p>21 A. Is that in whole or in part?</p> <p>22 Q. Overall.</p> <p>23 A. I would have to estimate that it is around 80 percent 24 of the time. They may not follow our recommendation 25 at large for a project or they may, you know, modify,</p>
<p style="text-align: right;">Page 107</p> <p>1 THE WITNESS: Again, we wanted to provide 2 the plan commission a road map for how to condition 3 the proposed lights with our best professional 4 guidance, providing them our best professional 5 guidance; that if they were going to do that, if 6 they were going to find the standards met, what 7 conditions we recommend that they apply in so doing. 8 So again, we were providing them a road map or a 9 path that if they were going to approve the 10 conditional use, under what auspicious they should 11 do so.</p> <p>12 BY MR. INGRISANO:</p> <p>13 Q. Were you actually saying that if you -- if you 14 implement these conditions, you can find the standard 15 to be met?</p> <p>16 MS. ZYLSTRA: Objection, form. You can 17 answer.</p> <p>18 THE WITNESS: Yes, I believe that's what 19 we were saying.</p> <p>20 BY MR. INGRISANO:</p> <p>21 Q. And didn't you also advise the planning commission 22 that they had continuing jurisdiction to revisit this 23 issue if your recommendation was wrong?</p> <p>24 MS. ZYLSTRA: Objection, form.</p> <p>25 THE WITNESS: The plan commission has</p>	<p style="text-align: right;">Page 109</p> <p>1 add, eliminate a condition that maybe is different 2 from what we were recommending or might have been 3 beyond what staff would recommend that they include. 4 So it would -- there are degrees in terms of, you 5 know, how strictly followed my recommendations or my 6 colleagues' recommendations are. But I would 7 estimate it's around 80 percent. It might even be a 8 bit more than 80 percent but conservatively.</p> <p>9 Q. In your experience with the Edgewood lights field 10 issue, whether it's with the lighting application, 11 whether it's with the consideration of the 12 conditional use permit, were you aware of any 13 neighbors in the Edgewood -- in the neighborhoods 14 surrounding Edgewood that opposed the idea of a sound 15 barrier wall being erected?</p> <p>16 A. I don't specifically recall discussion of a sound 17 barrier. There were late allusions to whether or not 18 that was a way forward, but we never specifically 19 discussed the sound barrier.</p> <p>20 Q. And you never heard any neighbors come in for or 21 against the idea of a sound barrier?</p> <p>22 A. I do not recall.</p> <p>23 Q. Standard 3, looking again at Exhibit 47 -- sorry, not 24 47. That's the wrong exhibit. Sorry. 33. Looking 25 at condition -- standard 3 on page 5, standard 3</p>

28 (Pages 106 - 109)

Page 110	Page 112
<p>1 writes or says "the uses, values and enjoyment of      2 other property in the neighborhood for purposes      3 already established will not be substantially      4 impaired or diminished in any foreseeable manner."      5 Do you see that?</p> <p>6 A. Yes.</p> <p>7 Q. It was your belief in making your recommendation that      8 the conditions you set forth would result in any --      9 well, it wouldn't negate or eliminate any and all      10 impairment or diminishment, but it would cause it to      11 not be substantial; is that fair?</p> <p>12 MS. ZYLSTRA: Objection, form, and I'm      13 sorry, I was reading. Could you repeat -- could I      14 hear the question back?</p> <p>15 (Record read.)</p> <p>16 MS. ZYLSTRA: Sorry, objection, form. You      17 can answer.</p> <p>18 THE WITNESS: I believe so.</p> <p>19 MR. INGRISANO: I think we can take a      20 break. I think I'm almost done.</p> <p>21 (Recess taken.)</p> <p>22 BY MR. INGRISANO:</p> <p>23 Q. Mr. Parks, we've been talking about Exhibit 33 which      24 is a planning division staff report, and it says it      25 was prepared by you and Matt Tucker, correct?</p>	<p>1 Did I read that correctly?</p> <p>2 A. Yes.</p> <p>3 Q. Where did you -- from what did you conclude that the      4 turf field surface was designed for use as a      5 regulation competition field?</p> <p>6 MS. ZYLSTRA: Objection, form. You can      7 answer.</p> <p>8 THE WITNESS: I believe that was      9 represented to us by Edgewood.</p> <p>10 BY MR. INGRISANO:</p> <p>11 Q. You had no reason to believe that that's in fact how      12 it was designed when it was implemented, as a      13 competition field?</p> <p>14 MS. ZYLSTRA: Objection to form. He can      15 answer.</p> <p>16 THE WITNESS: I don't believe that I knew      17 one way or another.</p> <p>18 BY MR. INGRISANO:</p> <p>19 Q. In working with Edgewood High School over the years      20 with a variety of projects you've identified, have      21 you ever had questions or concerns about Edgewood      22 High School's candor or truthfulness to you?</p> <p>23 MS. ZYLSTRA: Objection, form, foundation.</p> <p>24 You can answer.</p> <p>25 THE WITNESS: Not that I specifically</p>
Page 111	Page 113
<p>1 A. Yes.</p> <p>2 Q. Were there any other planning division staff members      3 that were part of the group that worked with you in      4 coming to this report?</p> <p>5 MS. ZYLSTRA: Object to form. You can      6 answer.</p> <p>7 THE WITNESS: Heather Stouder reviewed the      8 document.</p> <p>9 BY MR. INGRISANO:</p> <p>10 Q. I assume she approved it to be submitted based on      11 that review?</p> <p>12 A. Yes.</p> <p>13 Q. After this report was submitted, did Edgewood High      14 School express its agreement with the conditions that      15 you identified?</p> <p>16 MS. ZYLSTRA: Objection, form, foundation.</p> <p>17 You can answer.</p> <p>18 THE WITNESS: I don't specifically recall.</p> <p>19 BY MR. INGRISANO:</p> <p>20 Q. Page 3 of Exhibit 33 under project description,      21 second paragraph, you wrote "the current athletic      22 facility includes an artificial turf field designed      23 for use as a regulation competition soccer, football      24 and lacrosse field and a paving -- and a paved      25 running track that encircles the field."</p>	<p>1 recall.</p> <p>2 MR. INGRISANO: That's it. I've got      3 nothing further.</p> <p>4 MS. ZYLSTRA: We'd like to reserve the      5 right to read and sign.      6 (At 12:08 p.m., the deposition concluded.)      7 * * *      8 COURT REPORTER: Same transcript orders?      9 MS. ZYLSTRA: Yes, please.</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>

Page 114		Page 116
1 C E R T I F I C A T E	2 STATE OF WISCONSIN )	1 DEPOSITION REVIEW CERTIFICATION OF WITNESS
3 MILWAUKEE COUNTY )	4 I, VICKY L. ST. GEORGE, Registered Merit	2 ASSIGNMENT REFERENCE NO: 5374695
5 Reporter and Notary Public in and for the State of	6 Wisconsin, do hereby certify that the preceding deposition	3 CASE NAME: Edgewood High School Of The Sacred Heart, Inc. v.
7 was recorded by me and reduced to writing under my	8 personal direction.	City Of Madison Wisconsin, Et Al.
9 I further certify that said deposition was	10 taken at the offices of GODFREY & KAHN, S.C., One East	DATE OF DEPOSITION: 8/16/2022
11 Main Street, Suite 500, Madison, Wisconsin on	12 August 16, 2022, commencing at 9:00 a.m. and concluding at	4 WITNESS' NAME: Tim Parks
13 12:08 p.m.	14 I further certify that I am not a relative or	5 In accordance with the Rules of Civil
15 employee or attorney or counsel of any of the parties, or	16 a relative or employee of such attorney or counsel, or	6 Procedure, I have read the entire transcript of
17 financially interested directly or indirectly in this	18 action.	7 my testimony or it has been read to me.
19 In witness whereof, I have hereunto set my hand	20 and affixed my seal of office at Milwaukee, Wisconsin,	8 I have made no changes to the testimony
21 this 18th day of August, 2022.	22	9 as transcribed by the court reporter.
23		10 Date _____ Tim Parks
24	VICKY L. ST. GEORGE	11 Sworn to and subscribed before me, a
25	Notary Public in and for the	12 Notary Public in and for the State and County,
	State of Wisconsin	13 the referenced witness did personally appear
	Commission Expires 1/29/2025	14 and acknowledge that:
20	21	15 They have read the transcript;
21	22	16 They signed the foregoing Sworn
22	23	17 Statement; and
23	24	18 Their execution of this Statement is of
24	25	19 their free act and deed.
25		20 I have affixed my name and official seal
		21 this _____ day of _____, 20_____. 22
		23 Notary Public 24 Commission Expiration Date
Page 115		Page 117
1 Veritext Legal Solutions	2	1 DEPOSITION REVIEW CERTIFICATION OF WITNESS
2 1100 Superior Ave	3	2 ASSIGNMENT REFERENCE NO: 5374695
3 Suite 1820	4	3 CASE NAME: Edgewood High School Of The Sacred Heart, Inc. v.
4 Cleveland, Ohio 44114	5	City Of Madison Wisconsin, Et Al.
5 Phone: 216-523-1313	6	DATE OF DEPOSITION: 8/16/2022
6	7	WITNESS' NAME: Tim Parks
7 August 25th, 2022	8	In accordance with the Rules of Civil
8	9	Procedure, I have read the entire transcript of
9 To: SARAH A. ZYLSTRA	10	my testimony or it has been read to me.
10 Case Name: Edgewood High School Of The Sacred Heart, Inc. v. City Of	11	I have listed my changes on the attached
11 Madison Wisconsin, Et Al.	12	Errata Sheet, listing page and line numbers as
12 Veritext Reference Number: 5374695	13	well as the reason(s) for the change(s).
13 Witness: Tim Parks Deposition Date: 8/16/2022	14	I request that these changes be entered
14	15	as part of the record of my testimony.
15 Dear Sir/Madam:	16	I have executed the Errata Sheet, as well
16 Enclosed please find a deposition transcript. Please have the witness	17	as this Certificate, and request and authorize
17 review the transcript and note any changes or corrections on the	18	that both be appended to the transcript of my
18 included errata sheet, indicating the page, line number, change, and	19	testimony and be incorporated therein.
19 the reason for the change. Have the witness' signature notarized and	20	Date _____ Tim Parks
20 forward the completed page(s) back to us at the Production address	21	21 Sworn to and subscribed before me, a
21 shown	22	22 Notary Public in and for the State and County,
22 above, or email to production-midwest@veritext.com.	23	23 the referenced witness did personally appear
23	24	24 and acknowledge that:
24 If the errata is not returned within thirty days of your receipt of	25	25 They have read the transcript;
25 this letter, the reading and signing will be deemed waived.		They have listed all of their corrections
26		in the appended Errata Sheet;
Sincerely,		They signed the foregoing Sworn
Production Department		Statement; and
27		Their execution of this Statement is of
28		their free act and deed.
29		I have affixed my name and official seal
30		this _____ day of _____, 20_____. 31
31 NO NOTARY REQUIRED IN CA	32	32 Notary Public 33 Commission Expiration Date
33	34	35
34	35	
35		

30 (Pages 114 - 117)

Brown & Jones Reporting  
A Veritext Company

414-224-9533  
www.veritext.com